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NEW ELEVATOR FOR B. & A. R. R. AT EAST BOSTON, MASS.

On July 8th of last year a disastrous fire occurred on the water front of the Boston & Albany Railroad Company's terminal at East Boston, Mass. The fire destroyed Piers Nos. 3, 4 and 5, and the 500,000 bushel grain elevator which was located on Pier No. 4 and was the port's chief outlet for grain.

The Witherspoon-Englar Co. of Chicago were immediately employed by the New York Central & Hudson River Railroad Co., lessee of the Boston & Albany Railroad, as engineers to prepare plans and specifications for a fireproof grain elevator, shipping belt-conveyor system, grain dryer and power station, and to build immediately a part of the belt-conveyor system and a temporary elevator to side of Pier No. 2 to handle the grain business until the completion of the permanent house. This part of the belt-conveyor system comprises two wooden conveyor galleries, one on each side of Pier No. 2, and steel galleries and towers from the west east side of Pier No. 3. The belt galleries are equipped with 36-in. belts and trippers and eight vessel loading spouts each.

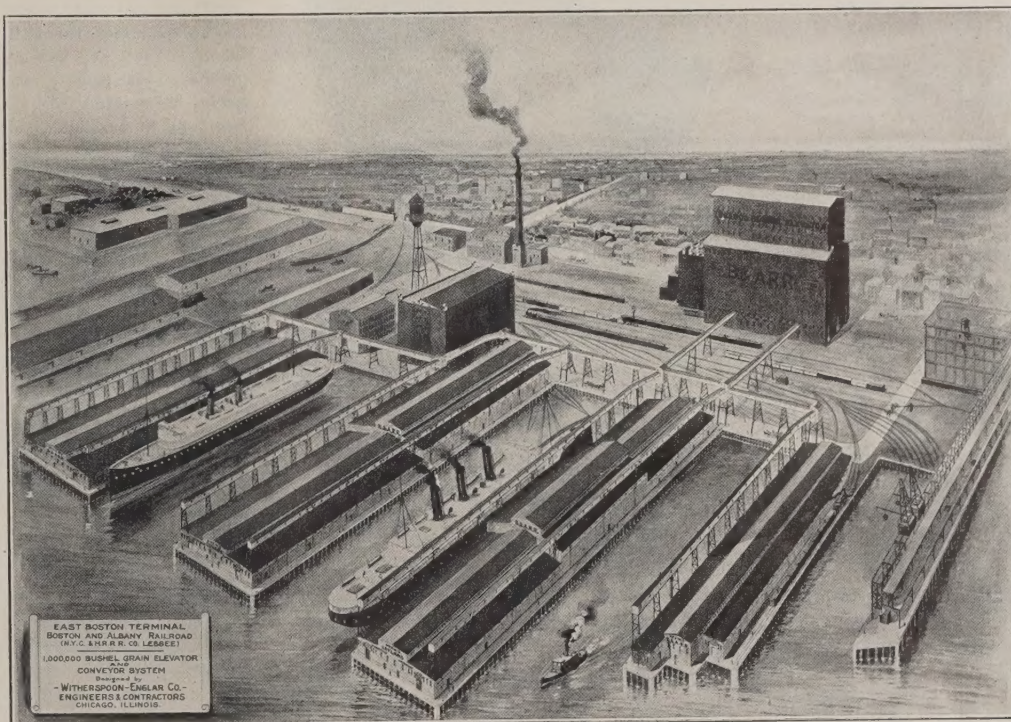
The temporary elevator was built to the north of the slip between Piers Nos. 3 and 4 and is equipped with two receiving legs, two pairs of Clark Shovels, a car puller and two hopper scales, but there are no storage bins, as grain is sent direct to boats on either side of Pier No. 2. All of this preliminary work was completed ready to handle grain on March 14, 1909. The plans and specifications for the permanent elevator, grain dryer, and belt-conveyor system were completed and the contract for

the construction work was awarded in May, 1909, to the Witherspoon-Englar Co., of Chicago, to be completed by October 1, 1910.

The elevator building is to be 73 feet wide, 269 ft. 8 in. long and 185 ft. 8-in. high, and is to have a total storage capacity of 1,000,000 bushels. The bins are primarily 14 ft. square and 72 ft. deep, but a great many of them are subdivided to make smaller bins, in order to take care of I. P. lots of grain.

The location of the elevator on Marginal Street, with two unloading tracks running through the house, gives ample trackage for the rapid handling of cars. The elevator will be equipped with six receiving legs, six shipping legs and five cleaner legs, all of 10,000 bushels' capacity, and two smaller legs for taking care of the grain to and from the grain drying plant. The receiving legs are tributary to six 2,000-bushel scale hoppers on 96,000-lb.

scales, and the shipping and cleaner legs discharge into 1,000-bushel scale hoppers on 48,000-lb. scales. In the second story of the cupola a 36-in. reversible belt conveyor will be provided, which will receive grain from any of the scale revolving spouts and discharge into any one of the twenty-four improved telescope distributing spouts. These distributing spouts are to be directly tributary to the scale revolvers also. This combination of spouting will insure perfect distribution to any bin in the house. There are to be ten cleaning machines of large size, arranged in pairs, two at each of the five cleaner legs. A sacking floor is provided on the Marginal Street side of the elevator to



ELEVATOR AND DOCKS OF THE BOSTON & ALBANY RAILROAD AT EAST BOSTON, MASS.

The structure is to be absolutely fireproof throughout, no inflammable material whatever entering into its construction. The bin story will be constructed of steel plates, supported by heavy steel columns protected by tile covering; the cupola will be of structural steel and the floors throughout of concrete. The ends of the building and the sides up to the lower roofs are to be covered with brick, and the sides of the cupola above the lower roofs are to be of tile. All of the windows will be of wire glass with metal frames. The foundation will be concrete resting on piles.

care for the wagon trade, and will be equipped with two automatic sacking scales running on overhead tracks the entire length of the sacking floor.

A heavy-gear car puller with four drums is located in the basement, arranged to pull cars in either direction, on either track, and there is also provided a cable system to pull out the hooks and cables.

A complete sweeper system is to be installed, with a separate building for a dust house and machinery to sack the dust.

On the south side of the elevator building are

18 shipping bins. Below these bins, and above the track, is the shipping conveyor gallery 14 feet wide and 252 feet long. The shipping conveyor belts in this gallery are three in number and 36-in. wide. One belt is to be reversible and run the entire length of the gallery; the other two are to be half as long and run in opposite directions. Two inclined conveyor galleries will run from the elevator across the freight yard to two towers at the north end of Pier No. 4, and in each of these galleries there are to be two 36-in. belt conveyors which will receive grain from the shipping belts in the house and deliver it to the wharf conveyors, running from the above mentioned towers.

At the east end of the elevator there will be a spiral stairway inclosed with corrugated asbestos sheets, and at the other end a brick tower, with a passenger elevator and stairway running between the first and the top floors. Adjacent to the west end of the elevator will be the grain drier plant, to have a capacity of 1,500 bushels of grain per hour, and be housed in a brick and tile building.

All the machinery of the elevator, grain drying plant, dust house, and conveyor system will be driven by electric motors, controlled from a switchboard in the elevator. A complete system of electric lights for illumination will be installed in all of the buildings, and also in the railroad yards and warehouses, and there will be a complete system of electric signal lights and bells, together with a complete telephone system, in all of the buildings. All of the current for the operation of the plant will be supplied from the company's own power station located on the premises.

THE PATTEN DEAL.

The great and famous "Patten Deal in Wheat" came to an end on May 29 quietly, without fireworks, and made not a ripple or harsh sound on the "speculative sea." The deal had, in fact, closed weeks before, the shorts had long since settled and the pegging of May wheat at \$1.34 was a great disappointment to outsiders and the yellow newspapers.

The first sale of wheat for delivery May, 1909, was made June 23, 1908, at 89½¢ a bushel; on May 25 it sold at \$1.35¼, a rise of 45½¢.

Mr. Patten's repeated assertion that reserves had been almost exhausted was apparently confirmed by a comparison of receipts in Chicago. During May, 1908, 1,001 cars were received here; in May, 1909, there were but 133 cars; on May 29 but one car arrived.

On May 28, 671,000 bushels of wheat were delivered on the Board of Trade, and on the 29th 84,000 bushels additional were transferred. Most of this went to Mr. Patten. Accurate information as to how much wheat rested in the Patten warehouses on May 30th is not obtainable, but the stocks in public and private elevators aggregated only 4,700,000 bushels. It is generally believed that most of this belongs to Mr. Patten, who is thought to have paid about \$5,000,000 for it. Before Mr. Patten can calculate his profits on the deal he must merchandise this wheat—turn it back into money by selling it to millers here and abroad. So that any attempt to name his profit is a guess. However, all his employes were remembered by checks equal to 10 per cent of their salaries, "corpse or no corpse."

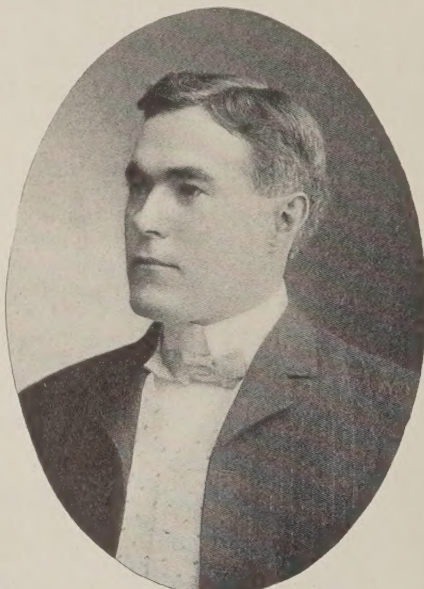
The May campaign extended to other markets than Chicago, for obvious reasons—the scarcity of wheat; so that, as a keen observer has pointed out, "for possibly the first time in the history of the trade, there was a simultaneous advance in all markets of the world within the sixty days previous to June 1. It brought all closer together than they have ever remained for any consecutive length of time, and this happened as a result of natural congestion. There is no denying the fact that there was a great deal of bull help, but it was only a forerunner of the enormous advance in cash wheat that had come in the previous three months, bringing prices to practically the highest on record, when all things are taken into consideration. To have Kansas City higher than either Chicago or

Minneapolis, which was the case less than two weeks prior to May 29, with cash wheat selling 5c to 25c over the May, and with low grade red in the Southwestern markets selling on the same day at \$1.05 to \$1.40, the difference simply covering a range of quality, was a thing that the oldest man in the grain trade had never witnessed."

H. R. SAWYER.

After all, the straight commission business is the real thing in grain—the thing that is worth while and lasts. It is the Cinderella of the business, of course, less spectacular than the speculative side, less lucrative perhaps than the track buying side; but it makes for breadth—universality—and strength and a more generous distribution of the earnings of that indispensable factor of grain growing, the middleman who must stand between and serve both the grower and the consumer. The commission man reduces the cost of marketing grain and paradoxical as it may sound for that very reason both raises the prices paid the grower and lowers the prices paid by the consumer.

H. R. Sawyer has had experience in all the lines of activity in the grain business indicated above as well as in that peculiar to the country buyer alone. His first experience was with the old Middle Divi-



H. R. SAWYER.

sion Elevator Company, when Edward R. Bacon was manager of that well-known concern. Then he went to the firm known at the time as Bartlett, Patten & Company, for whom he acted for four years as traveling representative and auditor. Then for the past two years he maintained at Decatur, Ill., a brokerage office in the interests of the same people.

These various connections and dispositions of his activities have given him a large acquaintance with the trade in Illinois, Iowa and the Dakotas, which will be of service to himself and his new employers, J. H. Dole & Company, grain commission at 226 La Salle Street, Chicago, which is now Mr. Sawyer's headquarters. This house, of which Geo. S. Dole is president and H. N. Sager, lately president of the Board of Trade, is secretary-treasurer, is one of the oldest grain commission houses in the West, having been established in 1852. It does a strictly commission business in grain and seed consignments and orders for the purchase and sale of grain for future delivery; and Mr. Sawyer's friends will be glad to know he continues in business in such excellent company.

The experiment farm near McPherson, Kan., has been working with seven varieties of upland rice of the dry-land varieties of China and Manchuria, but after this season the farm will be abandoned. The tests with rice have been successful, and have proved some important facts, but the station itself is to be moved to some other locality, further west and south.

[For the Oklahoma Association.]

LOSS IN TRANSIT OF BULK GRAIN.

BY E. J. SMILEY.*

Believing that the subject of "Loss in Transit of Bulk Grain" and collection of claims would be of interest to you, I will ask your attention to the statements I will make and if in your opinion I am wrong do not hesitate to call me to account. Most of the statements I will make are based on the reports received from the Western terminal markets, i. e., Galveston, St. Louis and Kansas City. These reports show that a very large proportion of the loss of grain in transit is on account of faulty equipment and gross negligence on the part of the shipper. To confirm this statement I beg to call your attention to statement of leaky cars unloaded at elevator "A," Galveston, Texas, during the month of September, 1908:

Total number of cars unloaded 1,516
Total number of leaky cars 986

Leaks as reported classified: Leaking at—

Draw bar (fault of carrier).....	71
End window (fault of shipper).....	42
End post (fault of carrier).....	78
Door post (fault of carrier).....	48
Bottom of door post (fault of carrier).....	3
King bolt (fault of carrier).....	30
Draw bar (fault of carrier).....	2
Broken corner (fault of carrier).....	1
Robbed (fault of carrier).....	1
Bottom of car (fault of both).....	39
Side of car (fault of carrier).....	102
End of car (fault of carrier).....	266
Bottom of grain door (shipper).....	51
Side of grain door (ambiguous).....	59
Bulged grain door.....	185
Proportion of leakage—	
Grain doors.....	18¼%
Physical condition of cars.....	81¼%
Robbed.....	½%

My purpose in calling attention to the classified statement of leaks is to ascertain whether shippers can assist the carriers in avoiding this heavy loss. We believe it the duty of the shipper to make a thorough inspection of all cars set for loading, whether of a local system or foreign, and if defects are found to immediately call the carrier's attention to these defects, through the agent; and we have recommended the use of blank forms showing the physical condition of all cars set for loading bulk grain, the original to be sent to my office and a carbon copy to be filed with the agent of the carrier.

Immediately on receipt of these reports at our office we will advise the operating department of the line originating the shipment of the defects in equipment, and request that these cars be taken out of service until the defects are repaired. We do not believe that the carriers will attempt to refuse claims on account of this information as to condition of equipment being furnished our office. An official of one of the largest railroad systems in our State wrote me under date of April 28 that it was the desire of his line to avoid loss of grain in transit, and to that end efforts would be directed; and he asked that the shippers of our association located on their lines should co-operate with them through our office. Quoting from his letter, he requests that every consignor make thorough inspection of the interior of every car before loading, to the end that any existing defect may be located and repaired or patched in such manner as to prevent loss in transit. He also requests that grain-shipping consignors be careful to properly and securely cooper all cars loaded at point of origin and make an inspection after the cars are loaded. The only way to make an inspection, after cars are loaded, is to take a heavy hammer and go around the entire car, tapping on the side of the car with such hammer to determine if a leak exists.

As practically all, if not all, of our shippers have proper facilities for loading cars from elevators, they are in a position at any time to certify weights. We base this statement on the fact that our shippers have their scales inspected often, and as they make shipments to interior mills whose facilities for weighing are unquestioned, they are in a position to certify to their outloading weights at all times. I would suggest, however, that you have

*A paper by the author, secretary of the Kansas Grain Dealers' Association, read before the annual meeting, 1909, of the Oklahoma Grain Dealers' Association.

your scales inspected as often as possible to do so, as the expense is immaterial; and this will at all times enable you to make affidavit to the contents of loaded cars.

If the shipping consignors will follow the suggestions outlined in this paper and then should sustain losses in transit, I would recommend the following method for the collection of claims: When a loss occurs the claimant (with the assistance of your secretary, if you so desire) should make up the claims (keeping on file copy of all papers in support of the claim) and file same under registered cover with the claim agent of the line on which the shipment originated; and if after investigation the claim is declined, it should be returned to your secretary with the request that he use his influence with the claim department in your favor, presuming that claims filed have merit. If the claims have merit and are refused by the claim department of the line on which the shipment originated, I would further recommend that they be referred to the attorney for your association; or if there be none then to a competent attorney for collection.

All courts, both State and Federal, have held that carriers are responsible to the shipper at point of origin for delivery at destination for the contents of cars. However, I cannot refrain from closing without an appeal for a more cordial relation between shippers and carriers, believing that if the loss in transit of bulk grain continues the coming year as it has in the past, it must reduce the small profit of the shipper or give the carrier a very good excuse to advance rates on all bulk shipments of grain.

The cost per acre of growing corn in Missouri, as determined by the State Board of Agriculture, after investigation in all parts of the state, is as follows: Plowing, \$1.52; preparation of land after plowing, 66 cents; improved quality seed, 37 cents; planting, 33 1-3 cents; cultivating, \$2.12; harvesting, \$2.25; cash rental, \$5; or a total cost per acre for corn production of \$12.26 1-3. The average yield per acre for five years, made by the farmers whose reports were used in compiling the cost figures, has been 65½ bushels, which, at 40 cents a bushel, leaves a net profit of \$13.94, or nearly 5% on a valuation of \$200 per acre.

CHICAGO ASSOCIATION OF COMMERCE DINNER.

At a banquet held in the Gold Room of the Auditorium Annex on the night of May 26 the Chicago Board of Trade and the Chicago Association of Commerce joined hands "across the board" and pledged themselves to work in unison for a greater and better city.

Richard C. Hall, former president of the Association of Commerce, was the toastmaster. David R. Forgan, the first speaker, responded to the toast, "The Chicago Association of Commerce: Who It Is, What It Is and What It Does." Mr. Forgan criticized the efforts of certain of the national legislators to enact laws restricting the operations of Board of Trade men in dealing in grain "futures," and pleaded for assurance of a cessation of such efforts to handicap mercantile activity.

"Every once in a while," he said, "certain fellows at Washington start a movement to make it unlawful to trade in grain futures. Several times I have taken a stand against these lawmakers. There is no better collateral in the world than wheat and other grains. The banks are always glad to accept it for money loaned. The banks don't want to lose it. They want you to be permitted to deal in it. It is best for you and best for us that business should be so conducted. The Association of Commerce ought to lend its voice against these efforts to curtail the scope and powers of trading on the Board of Trade."

John A. Bunnell, president of the Board of Trade, speaking on "The Board of Trade in Relation to the Civic and Commercial Interests of Chicago," said in part:

"The Board of Trade has stood like a rock through the storms of sixty years, and has at all times maintained a high standard of commercial integrity and civic duty. We are face to face today with changed conditions. This market can no longer depend upon its natural advantages. If we are to hold for Chicago her fair share of the grain and provision trade we must be alert to meet and recognize the new conditions."

"It behooves us as members of the Board of Trade to work with the Association of Commerce

and to see that not one car that should come our way is diverted by undue discrimination against this city. Any movement tending to bring us into closer relationship with the other commercial interests of our city to the end that we may co-operate for the commercial and financial welfare of the great central market, is deserving of our hearty support."

Other speakers were Professor J. A. Scott of Northwestern University; W. M. Hopkins, Transportation Manager Chicago Board of Trade; Professor Nathaniel Butler of University of Chicago; Walter D. Moody, Business Manager of the Association.

The following were at the speakers' table:

F. W. Smith,	B. A. Eckhart,
E. U. Kimbark,	Harry A. Wheeler,
J. G. Steever,	E. W. Bailey,
John M. Ewen,	John E. Wilder,
R. S. Lyon,	Michael Cudahy,
George W. Sheldon,	Charles A. Stevens,
Z. P. Brosseau,	James Pettit,
George M. Reynolds,	A. J. White,
James A. Patten,	L. J. Lamson,
John Cudahy,	Kazuo Matsubara,
Major Thomas H. Rees,	George E. Marcy,
Angus S. Bibbard,	Homer A. Stillwell,
I. P. Rumsey,	George F. Stone,
Edwin S. Conway,	Prof. Nathaniel Butler,
Henry S. Robbins,	John A. Bunnell,
Walter D. Moody,	Richard C. Hall,
James Bradley,	David R. Forgan,
William M. Hopkins,	T. Edward Wilder,
Frank H. Armstrong,	R. M. Huffman,
J. C. F. Merrill,	Robert McDougall,
Prof. John A. Scott,	James R. McDougall,
Hiram N. Sager,	E. L. Glaser.
Joseph Basch,	

BILL OF LADING FRAUDS.

The Philadelphia Chamber of Commerce, acting in the interest of commercial houses in that city, and working in conjunction with the banks, has been concentrating its efforts toward the elimination of bill of lading frauds, which in the past have involved approximately \$3,000,000 a year. N. B. Kelly, secretary to the Chamber of Commerce, said recently that it is of the utmost importance that all bills of lading should bear official stamps so as to eliminate frauds.

The Pennsylvania Railroad has instructed its division freight agents to communicate with the banks in their respective districts with a view to



BANQUET OF THE CHICAGO ASSOCIATION OF COMMERCE TO THE BOARD OF TRADE, AT THE ANNEX, CHICAGO.

persuading the officers of these banks to decline to accept bills of lading for any purpose except when properly signed. The company has also issued to its agents elaborate and detailed instructions as to the exact methods of preparing bills of lading which may be issued for banking collateral, and the company is also taking extra steps to bring home to its agents and to representatives of connecting lines, as well as to shippers in general, the importance of preparing order bills of lading correctly. Other roads are following this initiative in all parts of the country.

MORE ALLOWANCES.

The Union Pacific R. R. Co., which began the system of the "elevation allowance," which has been in course of adjudication since 1904, and is still in the courts, has been compelled to pay the allowance paid under its contract with the Peavey interests to other elevator operators also.

At Omaha the allowance was refused to the Updike Grain Company, Nebraska and Iowa Grain Company and the Crowell Lumber and Grain Company, who thereupon sued for the back amounts claimed to be due, being \$6,742.10, \$2,509.74 and \$698.29 respectively.

The suits were based on the order of the Interstate Commerce Commission in 1908 granting allowances for elevation similar to those granted by the Union Pacific to other than the Peavey companies, on the ground of discrimination against them for the benefit of the Peavey companies. The Commerce Commission had ordered that the allowance should be paid the plaintiffs by March 1, 1909; but the Union Pacific Company resisted payment on the ground that an order of the Commerce Commission had declared the allowances to be illegal. It was shown by the plaintiffs that the elevation allowances were legal at the time the plaintiffs made demand for them in 1906 and 1907, and that they had been granted without question to the Omaha, the Trans-Mississippi and to other grain companies.

Upon the announcement of the judgment by Judge Munger the attorneys for the Union Pacific gave notice of their intention to appeal the case to the United States Supreme Court, in order to test the validity of the orders of the Interstate Commerce Commission in cases of this character.

A JAIL SENTENCE.

The U. S. District Court at Cincinnati on June 8 sentenced Louis W. Foster, John M. Gorman, Walter Campbell, A. C. Baldwin, Edwin Heil and J. M. Scott to a term of six months in jail and each to pay a fine of \$200 and costs, having been found guilty of using the United States mails to further schemes to defraud in conducting a bucket shop.

The defendants operated the O'Dell Brokerage Company. William J. O'Dell went to Cincinnati from Savannah, Ga., with \$10,000 cash and opened a bucket shop. He soon had branches in all the principal cities and towns in the West and South, and his business was the largest of the kind in the country, being one of the largest customers of the Western Union Telegraph Company. When O'Dell died a few years ago he left an estate valued, it is said, at \$2,000,000. All the six defendants sentenced were clerks and telegraph operators for O'Dell, who had continued his business.

Judge Thompson, in passing sentence, said the Government had absolutely proved that the defendants had not only appropriated the \$300,000 cash assets of the O'Dell Company when they took charge of it, but they had deliberately conspired, under the guise of a bucket-shop, to misappropriate the money placed in their hands by customers.

In Kansas City W. M. Whitelaw, receiver for the Christie Grain Company, has applied to the Wyandotte County District Court for power to hire attorneys to collect outstanding claims against the company. He says that many persons owe the company and it will be impossible to collect unless suits are brought.

The late American Grain and Stock Co., of St.

Louis, left several mourners, among whom was John Worley, of Tuscola, Ill., who operated through one Houston. Worley is out about \$9,000, being the fourth experience, with a total of about \$16,000. The American Company had several branches in Illinois whose customers all had burned fingers.

SECURITY ELEVATOR.

Complementary to the Security Warehouse at Knoxville, Tenn., owned by the Security Warehouse and Elevator Company of Knoxville and East St. Louis, is the new elevator erected at East St. Louis for the company by the Burrell Engineering and Construction Company of Chicago, and finished on September 16 last. The house is located along the tracks of the Southern Railway at East St. Louis, and covers a ground space 36 ft. square, giving it a storage capacity of 60,000 bushels.

There are two elevator legs with 7x18-in. cups, giving a lifting capacity of 6,000 bushels per hour each. There is a 1,600-bu. Fairbanks Hopper Scale, and track room for 40 cars. There are two car pullers, and cars may be unloaded on either side of the house. Power is furnished by a Russell Engine of 150 horsepower. The transfer capacity is 25 cars daily.

The home office of the company is at Knoxville, with a branch at 308 Chamber of Commerce Build-



SECURITY ELEVATOR, EAST ST. LOUIS, ILL.

ing, St. Louis. Mr. F. L. Wallace, manager, conducts a general receiving, shipping and transfer business, operating in conjunction with the home office at Knoxville throughout the Southwest. The local superintendent of the elevator is J. C. Fallis.

ARGENTINE OATS.

Oats from the Argentine continue to come into the country, eleven cargoes having reached New York up to May 17. There has been some importation from Canada also, especially by the Pacific Northwest.

"It is very simple," said Ely Bernays of the New York Produce Exchange. "America does not grow enough oats for its own consumption. We have been importing from Argentine Republic for several years. We also import oats from Canada. The American farmer prefers to grow wheat, which sells steadily for over twice as much per bushel as oats. Argentine oats are sold everywhere in the country. The Middle West is just as important a consumer as the East. The oatmeal on your breakfast tables may come from the Southern hemisphere."

Texas on May 15 took in 5,000 bags of oats at Galveston from the Argentine direct, which were distributed through that State by the Wichita Mill and Elevator Company.

Extension to January 1, 1910, of the elevator allowances for transfer of grain has been made by the railroads, pending a decision of test cases now in the court.

OKLAHOMA GRAIN DEALERS.

The twelfth annual meeting of the Oklahoma Grain Dealers' Association, held at Oklahoma City on May 19-20, was one of the most successful in the history of the Association in point of attendance and interest. In explanation of the mission of the grain dealer, D. J. Donahoe of Ponca City, in replying to the address of welcome, among other things, said that "no business in the world is transacted so much on honor as the grain business; shippers are constantly sending grain to millers and other dealers whom they do not know and are accepting their weights and grades without question. But as individual millers and individual grain dealers cannot correct the abuses that creep into every trade, it is the object of associations like this to work collectively and thus straighten out some of these difficulties to the mutual benefit of the producer and distributor of grain.

Charles F. Barrett, secretary of the State Board of Agriculture, was the agricultural lecturer of the meeting, his address being entitled, "How shall we increase the wheat acreage in Oklahoma?"

In reply he said, in substance, that the influence of price of the product ought and probably would be the greatest factor in regulating the acreage. That the acreage to wheat in Oklahoma and the yield have been steadily declining for some years is not in itself alarming, as other states have shown the same tendency, and the speaker was not entirely certain that an increase of the acreage would be desirable; for to him the vital question seemed to be the alternative of either an increase of the yield per acre or a gradual abandonment of the crop as a marketable dependence. To the latter former alternate he therefore devoted his attention; because the wheat growing area of the United States, Oklahoma included, will never again be rapidly increased by the conquest of vast rich plains with a virgin soil, and necessarily the increased volume of yield demanded for consumption must come from the acres now under subjection in an agricultural way.

After some suggestions along that line, and in explanation of the work of the State Board of Agriculture, the speaker closed with the now familiar rap at "Patten, Armour and Leiter." "It need not be surprising," he said, "if the true value of this plaything of the bulls and bears in the Chicago wheat pit is never quite understood by the stern moralists who delivered wheat at the local market at 70 cents, and now find it emerging from one of the cob-webbed corners so numerous about the great market centers with a price of double that amount attached. Your Association can do much to remove the doubt and restore confidence in the minds of the farmer and the consuming public as to real market conditions and the true market value of this product. You cannot expect much enthusiasm among the farmers for increased acreage when the July wheat which was sold on the Chicago Board of Trade in April and May for as much as \$1.23 was bought of the farmers in Oklahoma and Kansas in July for 60 cents."

P. S. Goodman, statistician for Clement-Curtis Company, Chicago, read a paper on "The Value of Statistics," and John F. Courcier followed in explanation of the objects and accomplishments of the Grain Dealers' National Association. Subsequently a resolution to effect affiliation of the local with the National Association was introduced but was defeated owing to "the financial condition" of the local association.

On the second day the Association listened to an address by John D. Shanahan, on "The American System of Grain Inspection and Its Influence on the Grain Trade." His address, or a portion thereof, appears on another page.

Mr. Shanahan was followed by Hon. J. E. Love, chairman of the State Corporation Commission, who eulogized the work of that body in the matter of adjusting railway rates, which has established rates that are remunerative to the carriers and enable producers and millers to market their products at any point in the State; and he was therefore able to show by figures a much larger intra-

state movement of grain and hay and of grain products compared with the period previous to the promulgation of "Order No. 45," which had changed the "old order." The question of interstate rates is still in the hands of the Commission.

Sec'y Smiley of Kansas then made an address on "Loss of Grain in Transit," which will be found on another page.

The final session was executive, and was devoted to consideration of the annual reports, elections, etc. The secretary's report reviewed the work of the executive committee on the "Uniform Bill of Lading," on "Equitable Dockage of Corn for Export," "Southern Agents," and "Uniform Confirmation," all still in the status of unfinished business.

The report said the Association had more money than ever before notwithstanding the loss of 33 by expulsion and for other causes, the total membership being now 180. The secretary recommended the membership fee be doubled, making it \$10, which would include \$4.00 quarterly dues in advance. The Association on considering the report, increased the dues to \$5 per quarter.

Officers were elected for the ensuing year as follows:

President, J. S. Hutchins, Ponca City; vice-president, U. F. Clemons, Marshall; secretary-treasurer, C. F. Prouty; directors, A. E. Stephenson, Enid; Buran House, Oklahoma City; Charles McFarland, Blackwell; T. F. Blake, El Reno.

The office of the secretary-treasurer was ordered removed within six months from Enid to Oklahoma City.

Trade Rules amendments were made as follows:

Rule 18. Invoice and Bs/L: It shall be the duty of the shipper of all grain to mail purchaser or consignee on day grain is loaded an invoice of such shipment, setting forth the car initial and number, kind of grain, actual or estimated weight, price if to be applied on sale, amount of draft drawn and how billed, and that if such invoices shall not be mailed to the buyer within a period of ten days after the expiration of the original contract the buyer shall not be compelled to accept such shipments on contracts even though Bs/L bear date within life of contracts. All Bs/L attached to invoice or draft must be in proper form, and the buyer shall not be responsible for the payment of drafts, or for delays occasioned by the forwarding of irregular or improper Bs/L by the seller.

Rule 7, Par. 2. Time Limit on Forgotten Contracts: At the expiration of a contract, should the purchaser not demand the grain nor cancel the contract, or should the shipper not offer the grain for shipment, it will be understood that the contract would expire in fifteen days from the expiration of the original contract.

The social relaxation of the meeting consisted of a fishing trip to Belle Isle Park and a Dutch lunch at the Fair Grounds, the first evening; and a banquet at the Threadgill Hotel after the final adjournment.

THE BOARD DEFENDED.

"The system of the Chicago Board of Trade holds the scales of justice in an equal, steady hand," said Geo. S. Stone to Marquette Council, No. 244, K. C., Chicago, on May 25; "and is responsible in a great measure for the splendid commercial condition of Chicago today. Under the system of the Board of Trade as it stands today, it is no more wrong to speculate in future grains than it is wrong for a preacher to contract to deliver a sermon for a certain price. Manufacturers are forced to sell their goods in advance, and in fact in almost every line of business goods must be bought and sold in advance of delivery, and there is no reason why grains should not be dealt with in the same manner."

Mr. Stone referred to the numerous articles and sermons brought before the public, which call the Board of Trade simply a great gambling institution where thousands are ruined every year, and added: "These people do not understand the great good that the organization does. They do not understand that the farmer and the banker would be in an almost helpless condition without us, and they would be the first to ask the repeal of any act which would do away with the Board of Trade."

Secretary Stone said that no Legislature had the power to keep a man from reaping the reward of

his own judgment and forecast of the future. He referred to cases tried back as far as the sixteenth century where the right of speculation was contested and in each case the liberty of people to speculate was not interfered with.

"Show me a man who does not speculate in the future and I will show you a man who is but a ghost of a man. Legitimate speculation is necessary to advancement and one of the greatest privileges we enjoy in this land of the free. The great law of supply and demand makes such an institution as the Chicago Board of Trade absolutely indispensable."

A VERMONT ELEVATOR.

The cars at the loading, or unloading, platform seen in the accompanying picture are far from home; for the scene is not in "Southern" territory

one car unloaded and weighed in 45 minutes, and is distributed by spouting handled from the main floor. There is also a line of cleaning machinery, with which all corn and oats are cleaned before going to the firm's trade—a fact that is appreciated by the Eastern trade. All the machinery (installed by G. W. & C. A. Lane, Exeter, N. H.) is operated by five electric motors of 5 to 20-h.p. each.

INDIANA CORN GROWERS' REPORT.

The ninth annual report of the Indiana Corn Growers' Association has been printed and is now ready for distribution. It is a small book of 94 pages and covers the proceedings of the annual meeting held at Purdue University, Lafayette, Ind., January 13, 1909, and the corn work carried on in Indiana in 1908.



E. CROSBY & CO.'S FLOUR WAREHOUSES AND GRAIN ELEVATOR AT BRATTLEBORO, VT.

by any means, much as the picturesque though apparently sparsely wooded hills in the right background might suggest Carolina, Tennessee or Georgia mountains. On the contrary, we have before us a corner in Brattleboro, Vt., the salesroom, warehouse and elevator of E. Crosby & Co., wholesale flour, feed and grain.

It is a very complete establishment. Located on the B. & M. and C. Vt. railroads, the main building has storage capacity for 150 cars of flour and feeds, while in a new building, not visible in the picture, although standing along side a railway track, there is room for 100 more cars of similar products.

The principal line of business is flour, E. Crosby & Co. being New England agents for several Western mills of importance, to which may be added a complete line of mill and mixed feeds.

The grain business, however, is steadily gaining in volume and importance; and this is handled through the elevator shown on the left of the picture. This house has 32 bins with a total of 52,000 bushels' capacity. All grain is weighed in and out on a Sonander Automatic Scale, the house record of which is

An attempt has been made to make this report as interesting and instructive as possible; and to accomplish this several pictures have been used illustrating different phases of the work, along with photographs of prize samples of corn and the winners of the highest premiums. One excellent feature of the report is the arrangement of cuts to show the different stages a farmer passes through in improving his corn. The first illustration shows the special seed corn train through which the interest of many farmers in corn is first aroused; the second cut is one of the corn school, where he obtains his knowledge of the score card and how to use it; the third is of a membership card of the Corn Growers' Association, showing that the interested corn grower takes an active part in this organization; the fourth is where he makes a rigid selection of his corn for planting; the fifth, the entry at the county corn show; the sixth, his entry at the National show, and the last is a picture of his goal, or a fine home. This one scheme in itself shows the great purpose of the association.

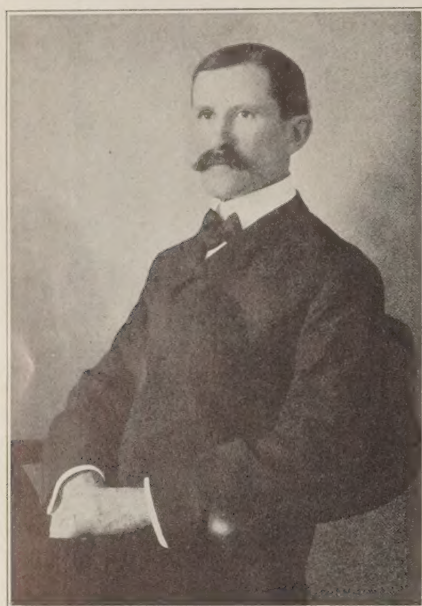
The report also contains the addresses made at

the annual meeting. These contain much information and serve to give one a broader idea of the great corn movement. The reports of the different committees have been given in full and also the names of the men on the various committees for next year. A complete report is given of Indiana and her work at the National Corn Exposition at Omaha in 1908. A list appears of the winners of premiums in the State Corn Show, 1909, also a complete list of members of the Association. A large table has been prepared to show the "corn area and products of Indiana" for the years 1907 and 1908, including the number of acres and average yield per acre of the various counties; also the prices of corn in Indiana by months for the past nineteen years.

The report, which is a most creditable one and of which the Association may well feel proud, can be had by taking a membership in the Association. The fee is fifty cents, which should be forwarded to G. I. Christie, Lafayette, Ind., Secretary.

T. L. JAMISON.

T. L. Jamison, head of the Jamison Conger Grain and Produce Company of Trinidad, Colo., may be said to belong to the "old stock" in Colorado; for



T. L. JAMISON.

while he is still a man in middle life he has been a resident and business man of southern Colorado since 1879. Born in Washington County, Mo., on October 28, 1854, he went to the "Centennial State" when it was but three years old, and has since been identified with its business and with the upbuilding of the thriving city of Trinidad.

For seventeen years he was engaged in the mercantile business in and near Trinidad before going into wholesale grain in 1898. His firm is now recognized as one of the leading concerns in southern Colorado.

WEEKLY WEATHER REPORT.

So many shots from various quarters have lately been fired at the Weather Bureau, based on alleged failures of the daily prognostication, that the Bureau has decided to "cut out" the weekly weather report. This decision has been numerously protested, in the South more particularly, where the interest settles on the report in its relation to the cotton crops. Samuel T. Hubbard, ex-president of the Cotton Exchange, thought that the report should be continued by all means. "Brokerage houses and merchants who have elaborate arrangements for gathering weather and crop information on their own account, do not, of course, use or depend upon the Government report to any great extent," he said. "At the same time there are many—the majority, in fact—who find the report of material assistance during the crop growing period. It seems a basis for comparison and conclusion and should be continued and improved upon."

BUFFALO'S GRAIN TRADE.

Railroad men of Buffalo recently told the New York Public Service Commission that in their opinion the recent reduction in freight rates on grain between there and New York will have no effect in restoring that class of traffic to the Buffalo-New York gateway to tidewater. The railroad men were witnesses before the Commission in opposition to applications by two projected freight terminal belt lines for the outskirts of Buffalo. Witnesses for the terminal lines showed that Buffalo and New York were handling 100,000,000 bushels less annually than ten years ago. They attributed this loss to inadequate terminal facilities at Buffalo and consequent congestion at Buffalo in the busy season.

Superintendent C. J. Phillips, of the Lackawanna, said the Buffalo situation had not figured in the slightest degree in the diversion of the grain traffic. Part of it had been captured by the Canadian route and the remainder had been diverted by the granger roads in the Middle West to Southern ports.

"What were the reasons for the granger roads turning this traffic to Southern ports?" he was asked.

"Expensive terminals and handling charges in New York City was one factor," said Mr. Phillips. "The question resolves itself into one of rates. The Western roads want the long haul. I think they can hold the traffic in spite of anything we can do. We have reduced the rate on wheat between Buffalo and New York from five to four cents a bushel in response to urgent requests from the New York Produce Exchange. In my opinion it will have little effect. The Canadian roads will meet any cut we make. The Western roads are unassailable in their position."

Geo. E. Pierce, manager of the Wheeler Elevator Company, took issue with Mr. Phillips and the railway witnesses. He showed by the records that the grain business of Buffalo had increased from 61,822,292 bushels in 1877 to 221,383,945 bushels in 1898; from which year the business has steadily declined, although the grain production of the Nation increased. Taking only the years during which Buffalo's business declined, he said that—

In 1897 the country produced 3,240,930,812 bushels of grain and with the exception of the year 1901, the figures show increases until 1906, when the figures reach 4,854,514,837 bushels, showing an increase in eight years of 49 per cent.

Now let us see how Buffalo's grain commerce has kept pace with the production of the country. In 1898 we handled 262,209,607 bushels, or 7.9 per cent of the crop. In 1902, 167,637,802 bushels or 3.8 per cent, and in 1906, 166,654,391, or 3.4 per cent. These figures include the total grain and grain products handled at the port of Buffalo in the years mentioned and the percentages as against the total production of the country. The country shows an increase of over 49 per cent, while Buffalo's commerce has decreased 4.3 per cent.

Now let us look over the facilities offered by lake for the transportation of grain to Buffalo and for the elevation and handling in Buffalo. We see that the carrying capacity of the Great Lakes has increased from 4,000,000 tons in 1885 to 61,000,000 in 1907. These figures show the actual tonnage registered at the Sault Sainte Marie Canal only, but the actual carrying capacity is largely in excess of this. The increase in the carrying capacity of the steamers now on the lakes and the effort being made by the lake lines to meet the tremendous growth of the country can be seen from the fact that in 1905 our carrying capacity was 47,000,000 tons in 1906, 54,000,000 tons; in 1907, 61,000,000 and last year a trifle over 65,000,000 tons. It is plain, therefore, that it is not for the want of lake tonnage that Buffalo has lost its commerce.

In 1897 the storage capacity of the Buffalo elevators was 13,000,000 bushels, transfer capacity about 225,000 bushels per hour; in 1905 our storage capacity was 23,000,000 bushels and our transfer capacity about 400,000 bushels per hour. The season of open navigation runs for about eight months of the year and, figuring on working a ten-hour day, our transfer capacity in 1897 would be 475,000,000 bushels for the season and in 1906 our transfer capacity was equal to 900,000,000 bushels for the season.

A careful examination of these figures proves two things—first, that we have ample carrying capacity on the Great Lakes, and second, that we have ample transfer capacity here to take care of a business many times larger than we are doing at the present time. There must, therefore, be some reason why we have lost business and I believe that the reason will be found in rate discrimination, purposely brought about to divert as much of this traffic as possible to the all-rail routes from Chicago to the East. The reports furnished by the Chicago Board of Trade for the years 1897 to 1907 show where Buffalo's grain trade has been diverted. In 1907, the all-rail route got 79,543,933 bushels and the lake-and-rail (Buffalo) 124,390,250. Ten years later the all-rail route got 146,952,717 bushels and the lake-and-rail only 53,093,036. These figures apply solely to the busi-

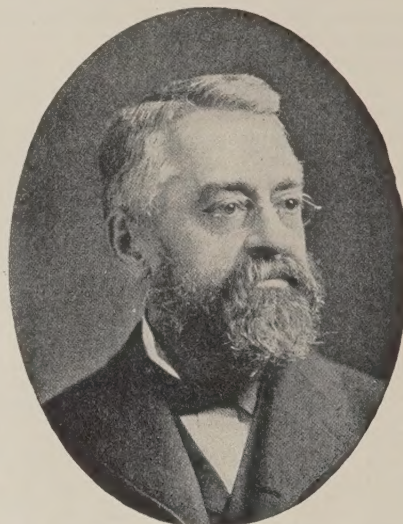
ness Buffalo formerly received from Chicago. Therefore, the claim that the Granger roads are responsible falls flat. The true reason is rate discrimination. The same amount of business is coming out of Chicago, but the bulk is by the all-rail route.

In 1898 the average lake-and-canal rate was .0445; lake-and-rail .0491 and all-rail from Chicago .1200 cents. In 1907 the lake-and-canal rate was .0665; lake-and-rail, .0709 and all-rail .1090, showing a discrimination, or differential, whichever you choose to call it, against the Buffalo route of .0328. That this advance has not been on the lake can be seen as the rate east of Buffalo to New York in 1897 was 2 1/2 cents and in 1908 5 1/2 cents, accounting for practically the entire differential which has been established against Buffalo.

The actual loss in dollars and cents to Buffalo in wages, interest on idle investment, etc., reaches big figures. For the nine years it is estimated at \$7,245,000. And in the meantime, while the railroads are trying to kill water competition, as many claim, the Southern ports are entrenching themselves in a position which is becoming more secure every year.

DEATH OF DANIEL W. MARMON.

Daniel W. Marmon, president of the Nordyke & Marmon Company, Indianapolis, died suddenly at his home on May 10. The cause of death was arterio sclerosis. He had been ill for seven weeks, but for some days prior to his death his condition was apparently so much improved that the end came quite unexpectedly. The funeral took place on May 13, from the home, and was attended by many citizens as well as by the employees of the Nordyke &



THE LATE DANIEL W. MARMON.

Marmon Company and the Indianapolis Light & Heat Company. The burial was private.

Mr. Marmon was a native of Logan County, Ohio, where he was born on October 10, 1844. He was educated in the public schools of Richmond, Ind., and at Earlham College, where he was graduated in 1865.

In 1866 he acquired by purchase an interest in the firm of E. & A. H. Nordyke at Richmond, who were conducting a modest mill furnishing business. The business expanded rapidly, and in 1876 it was removed to Indianapolis, where it has since become one of the greatest, as it is celebrated as one of the most progressive, mill-furnishing concerns in the world. Mr. Marmon was himself known as one of the ablest milling engineers of his time and the projector as well as investor of many of the most successful milling machines now in use.

The business was confined exclusively to milling machinery until 1904, when the manufacture of automobiles was begun. The business was incorporated as the Nordyke & Marmon Company soon after the removal to Indianapolis.

Mr. Marmon was president of the Indianapolis Light & Heat Company and controlling stockholder in the National Milling Company of Toledo, Richmond Milling Company of Richmond and the Noblesville Milling Company of Noblesville, Ind.

Mr. Marmon took no active part in political movements although he was interested as a business man in public affairs and exerted always a wholesome influence without directly engaging in their management. He was a member of the Commercial Club and a charter member of the Columbia Club. His church home was the Second Presbyterian Church

of which he was a trustee. He is survived by a widow, two sons, Walter C. and Howard C. Marmon, and a daughter, Caroline Marmon, who was visiting in New Mexico at the time of her father's death, but arrived home in time to attend the funeral.

ADVICE ON BILL OF LADING.

BY R. C. RICHARDS,*

General Freight Agent, Chicago & North-Western Ry.

The increasing number of claims. (frequently for large amounts) caused by improper issuing of negotiable bills of lading, and the improper delivery of shipments covered by the same, leads to the conclusion that railroad agents are not familiar with the necessary methods of issuing negotiable bills of lading or the importance of compliance with such methods is not realized.

A bill of lading issued by a railroad company makes it liable as carrier for the value of the property, whether it be one dollar or one thousand dollars, unless delivery is made in accordance with the terms of such bill of lading; and the same care should be taken in issuing bills of lading, and in delivery of shipments covered thereby, as would be taken if it were a promissory note or bank check instead of a bill of lading.

Three things are absolutely necessary before a bill of lading should be issued:

First, the property should be in possession of the railroad company.

Second, proper instructions in writing should be given by the shipper to the railroad company, showing name and address of the consignee, and, where practicable, his street and number, and a description of the property.

Third, when the shipment is less than carload lot (L. C. L.), the freight should be properly crated to stand ordinary transportation, and must be marked with name and address of consignee, showing street and number when practicable, all old marks being erased.

The forms of bills of lading now used by railroad companies are made to comply with the recommendations of the Interstate Commerce Commission of June 22, 1908, and should be made out in ink, signed with the full name of the agent, and, when practicable, should be signed by the shipper as well as the agent of the company.

If the shipper desires a negotiable bill of lading for the consignment, one should be issued, stamped with the station stamp, and the agent should explain to the shipper that the bill of lading must be surrendered by the consignee, properly endorsed, before the property will be delivered, and the agent should stamp or write on waybills for all such shipments the notation: "Do not deliver without surrender of the original bill of lading properly endorsed."

A shipment billed "order of John Jones" should not be delivered to John Jones, or on his order, without surrender of the original bill of lading properly endorsed.

Negotiable bills of lading should not be issued for property consigned of non-agency stations.

If the shipper does not desire a negotiable bill of lading, a non-negotiable bill of lading should be made out and delivered to him; the same should be made out in ink and signed with the full name of the railroad agent and, when practicable, signed by the shipper. Agents at destination are generally authorized to deliver property covered by non-negotiable bills of lading where consignee is known to them to be responsible and reliable without requiring surrender of such bill of lading; but when property is of large value and consignee is not known to the agent, or his financial responsibility is doubtful, agent should require surrender of non-negotiable bill of lading.

When request is made by consignee in writing and forwarded by mail to destination agent to deliver such shipments to someone other than the consignee, such order should not be accepted unless ac-

companied by the original bill of lading and signed in ink (not stamped), except when the person giving the order is responsible and his signature is known to the delivering agent.

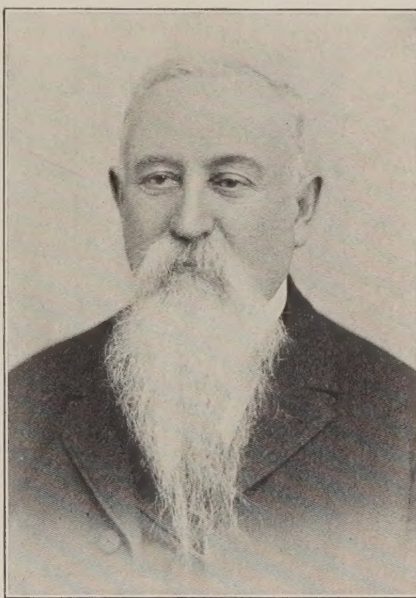
When property is loaded by shipper and not checked by agent, notation "Shipper's Load and Count" should be written in full on bill of lading issued for the consignment.

DEATH OF J. SILAS LEAS.

J. Silas Leas, president of the Barnard & Leas Manufacturing Company of Moline, Ill., died from the infirmities of old age at his home in that city on May 18. He had been in declining health for many months, so that his death was not unexpected.

Mr. Leas was a native of Cumberland County, Pa., where, the son of Christian H. and Julia Ann Leas, he was born on October 31, 1830. He was educated in the public schools and in a private academy, and on finishing his school years he entered his father's store as a clerk, subsequently becoming his partner.

In 1850 father and son came west, settling at Rock Island, where they again entered the mercantile business, as C. H. Leas & Son. A few years later they built (1854) the first flouring mill erected in Rock



THE LATE J. SILAS LEAS.

Island, after which they sold the mercantile business to devote their entire attention to the milling business.

In 1861, when the flouring mill had been sold, Mr. Leas went to Moline and purchased an interest in the machine business then owned by Wycoff & Barnard, the nucleus from which the present large establishment has grown. The firm name was then changed to Wycoff, Barnard & Co., which continued for some years, when the business was incorporated as the Barnard & Leas Manufacturing Company, which it still retains.

Mr. Leas was for nearly twenty years the main traveling representative of the company, after which he devoted his attention to the patent rights owned and controlled by the company. He retained his stock in the company until 1898, when he retired. About three years ago, however, he repurchased some of the stock and was made president of the company, an office he held at the time of his death.

Mr. Leas in the earlier years of his residence in Rock Island was twice assessor, the only elective office, we believe, to which he aspired. He was, however, a life-long Republican in politics, and was active in the councils and deliberations of that party. He was a member of the Masonic Fraternity, and was three times Master of a Blue Lodge and once Eminent Commander of Rock Island Commandery.

Mr. Leas remained a bachelor until June 29, 1903, when he married Mrs. Emily Frances (Hersey) Lambert, who died on January 29, 1907. Those sur-

living him are a step-brother, John Leas, H. E. Lambert and Mrs. Anna Maguire, step-son and daughter and certain distant relatives in the East.

For the "American Elevator and Grain Trade." THE TEXAS GRAIN DEALERS' MEETING.

The Texas Grain Dealers' Association meeting, which adjourned on Friday afternoon, June 4, after a two days' session at Mineral Wells, was accounted by all who attended as being the most successful meeting held by that body since its organization in 1898. The membership roll of the Association now numbers 111 names, according to the report of Sec'y-Treasurer Dorsey, and nearly every one of these was on hand for the meeting, and those who were not sent greetings. The session was characterized by able addresses and papers, and afterwards in discussing them, the remarks showed that all of the delegates were of about the same mind on matters which affect the grain dealers' business.

Upon arrival at the Wells the delegates were met at the station by a reception committee which had been appointed by President Wilson of the Commercial Club, who took them in hand and tagged them with official badges and bade them welcome, after which the party repaired to Oxford and Colonial Hotels, where luncheons were served at 12:30 p. m.; and after the repast and a brief recreation the body repaired to the Elks' Hall, where President J. H. Hughes rapped the meeting to order shortly after 2 o'clock. After an invocation by the Rev. Jas. W. Downs of the Methodist Church, Mayor Stewart, on behalf of the citizens of Mineral Wells, delivered the official address of welcome.

The Mayor told the delegates that it had been his pleasant duty a short time before to address the executive committee of the Association at its meeting in Fort Worth, and tell them why the present year's session should come to Mineral Wells, the convention city of Texas; and during that time he had promised the committee that in the event they saw fit to make Mineral Wells the meeting place of the Association, this citizenship would turn out and give the delegates a royal welcome and otherwise see that everything that could be provided in the matter of entertainment would be forthcoming. The Mayor said further that he was proud to stand before such a distinguished looking body of prosperous business men and to tell them that Mineral Wells was ready "and then some" to make good all of the promises he had made before the executive committee.

Mayor Stewart was followed by Hon. John M. Moyers of Mineral Wells, who delivered the address of welcome on behalf of B. P. O. E. 1107, in whose hall the meetings were to be held. Mr. Moyers told the delegates to consider the hall theirs and to do with it as they saw fit while they were in Mineral Wells, and if anyone saw anything that he wanted to take it and go ahead.

H. Bonner Keel of Gainesville responded to the address on behalf of the grain dealers. He said the delegates had already received such fine treatment at the hands of the local committee that many wanted to come down and make Mineral Wells their home. Mr. Keel, while a young man, is the orator of the Association, and his talk was most excellent and eloquent.

At the conclusion of Mr. Keel's remarks the Association buckled down to business.

THE BUSINESS SESSION.

The reading of the minutes of the last meeting was dispensed with, and President Hughes arose and read his annual address, as follows:

Life is too short for much retrospection. Most of you know the history of our Association, and we are all proud of its achievements. The last has been a hard season for most of our members—not much to handle. There are always some more fortunate than others, and we all should and will rejoice with them in their successes. These dull times have demonstrated more clearly than ever the value and need of our Association. The traffic managers of our great railways, having less stuff to move, have had more time for other details of their business, and the uniform bill of lading has been introduced. Our worthy secretary will tell you about his hard work against its adoption. This thing should be killed.

By the authority voted at our last annual meeting, your secretary "waited on" our last Legislature for the purpose of getting a bill passed to put the tele-

*A paper contributed to the Western Grain Dealer, a monthly bulletin of the Western Grain Dealers' Association.

phone and telegraph companies under the control of the Railroad Commission. Mr. Dorsey will tell you about his efforts in that direction. It appears that our legislators did not have enough time to "go visiting," investigate one another and give this measure sufficient study to permit its passage. This matter should be urged to a law and your further early and energetic action is indicated.

I might suggest here that the minds of our lawmakers should be cured of the "commercial secretary" idea. We are citizens and taxpayers and vitally interested. Don't think it is wrong to send our secretary to represent our interests.

THE PURE SEED LAW.

Our membership seems to be somewhat divided on this proposed law. We submit that a reasonable, practical pure seed law would be good for all concerned, but it should "touch" the raiser as well as the dealer. If the dealer does not do the mixing, he should not be taxed nor punished because of the mixing. The bill introduced in the house at the last session was a brilliant monstrosity, the product no doubt of some long-haired, spectacled down-easter, who wanted jobs for himself and a few of his friends who were unemployed by reason of the falling off of the demand for wooden nutmegs, etc. We favor any law that will promote honest, fair dealing, but object to measures that have for their principal objects the employment of imported specialists and the exclusion of all but experts in the seed business. Let our dealers handle whatever they please. If we have a few more cane seed seasons like this, most of us will get sick enough without the bill referred to.

RAILROAD TARIFFS AS LAWS.

You have all, no doubt, had losses during last year on account of misquotations or misconstructions of rates. The laws are being sustained in all the courts, which provide that tariff rates under certain conditions must apply. No railroad official, high or low, is liable for any loss sustained by you on account of his misquotations of rates, on which you make sales, and cannot bind his company. Very few general freight agents will answer intelligently an inquiry regarding rates. They agree that the tariffs are too voluminous and hard to understand. They confess their inability to interpret them correctly and disagree often as to meaning. Yet we are expected to understand them. A preposterous proposition.

We would suggest that your executive committee be instructed to do all in their power toward getting this trouble corrected. Let them have a committee appointed to assist your secretary, if necessary, to get laws enacted whereby the railways will, alike others doing business, be responsible for their quotations. A few days ago a North Texas firm wrote a general freight office in Fort Worth for information about transit business. The answer referred them to a tariff with eight supplements in effect, some of which they did not have. A second request for more specific information was answered by a suggestion that they send a representative to Fort Worth, where he could be shown.

There are, however, some grand men in the railroad business. Notably among these are H. C. Reese, of the Houston & Texas Central at Houston and J. N. Griswold of the Gulf, Colorado & Santa Fe at Dallas. Honest and honorable, every inch of them. There are many others, no doubt, but I happen to know these two.

Some of the general freight offices are somewhat famous for losing your claim papers. Calling for duplicates and then losing them, and pleading limitation after holding you out and off perhaps ten years while they investigate. We submit that a law should be passed providing that 10 per cent of the amounts awarded shall be allowed plaintiffs on all claims against railroads as attorney fees, and that in all cases judgments shall be rendered in favor of plaintiffs where the defendant carriers have lost or refuse to surrender to plaintiffs all papers rightly belonging to them.

MEMBERSHIPS.

Opinions differ widely on this important matter. Some argue the more "open door" and others favor even greater restrictions. We think it a great mistake to bar from membership good concerns with good capital but without facilities, as required in Section 1, Article 6, of our By-Laws, and admit less reliable firms with less capital but with what may be termed "adequate facilities." We think this article should be changed in this and possibly other respects, and recommend that it be given careful consideration. We need all the good members we can get. Some of us, gentlemen, were "small dealers" once upon a time and might be again, especially if we continue to handle cane seed.

Our Trade Rule No. 7 resembles a railroad grain tariff—meaning uncertain. We suggest that it be revised and made so plain that a grain dealer need not err therein.

ARBITRATION.

This feature of our Association continues to grow in favor with our members and most of the outsiders with whom we do business. The Tristate Board has proven very satisfactory and should be continued. We think, however, Sec. 15, of Art. 9, works a hardship on our members and should be changed. This section now provides that our secretary shall retain one-half of the fees deposited where parties fail or refuse to arbitrate. We think our members should not have to pay for the privilege of bringing such matters to the attention of the secretary and our members through him. We think all fees thus collected should be returned to claimants. The only way we can advertise parties who refuse to arbitrate is through our secretary, and \$2.50 is too much to pay for giving information where the membership would be benefited thereby.

ANTI-TRUST SUIT.

It was thought at our last annual meeting that it was so well known that our Association was not

included in any of the suits brought by the Attorney General, that further reference to this matter would not be necessary. It appeared a few months ago in the "press" again that we were involved. We very much regret that it was necessary to again have the report corrected, and trust there will be no further trouble in connection with that matter. Rest assured that our record is clear and there are no indictments against us.

We see a number of our oldest members here today. Some are absent who are living, but not now engaged in the grain business. Some have left our ranks for other reasons. We miss one to-day who has been with us in every meeting but this, since our organization. He was our first and several times president and has always been prominent in our councils. Seems that he was closer to all of us than any member of our Association. We all called him "Uncle Jim" and that means volumes. You all know to whom I refer—our beloved brother, J. P. Harrison, of Sherman, Texas, who departed this life on August 20, 1908, and I know you will appoint a committee to draft suitable resolutions regarding his death.

Gentlemen, I thank you for your attention and for the honors you have conferred upon me. There has been no friction between any of the officers of your association during my term of office. I see no breakers ahead. You have done great things, but there is much yet to do. Stick to your association. We need each other. You will hear more interesting reports from your secretary and others. I thank you.

President Hughes's address, while being considered a trifle warm for Wells climate at this season of the year, was nevertheless well received and recognized as a keynote effort.

When the echoes of the discussion of President Hughes's remarks had died away, Col. James Robb,

our members, as conditions have been rather peculiar in that we had very little surplus grain to ship out of the country, the farmers having raised just enough to supply home demand.

You will pardon me for again calling your attention to the fact that the change in our Constitutional requirement for membership some two or three years ago, tending to restrict the eligibility for membership and the short grain crops have gradually reduced our membership, thereby our revenues, and it might be well for you to consider the advisability and provide a means for increasing the revenues of the association.

RECEIPTS.

At the last annual meeting we had:

Cash on hand	\$ 777.82
Received from membership fees	375.00
Received from dues	2,271.50
From ads. in membership list	75.00
From deposit fees and awards in arbitration cases	587.83
Exchange	1.30
Total	\$4,088.45

DISBURSEMENTS.

Refunded on membership fees	25.00
Expenses of arbitration	81.50
Postage	203.12
Stationery and printing	100.40
Furniture and fixtures, one mirror for office ..	1.50
Refunded deposit fees and awards in arbitration cases	421.58
Exchange10
Telephone rent and long distance	112.05
Traveling expenses of officers and committee-men	717.30
Office rent	228.00
Office assistant	175.10
Subscription newspaper for office	9.00



SOME OF THE TEXAS DEALERS AT MINERAL WELLS.

the celebrated "combination grain dealer and politician," whose home address is Wichita, Kans., was recognized by the chair and proceeded to regale the assembled delegates with a few mirth-provoking reasons why as many members of the Texas Grain Dealers' Association as conveniently could should come to Wichita and be the guest of Kansas dealers during its meeting on June 16 and 17. Among the inducements, water and ladies were cited, the speaker saying both were there in plenty; and that if any doubted this, he might ask Sec'y-Treasurer Dorsey, who had made a trip there once and got his feet wet. Mr. Robb told another incident or two regarding the Dorsey visit, and despite Mr. Dorsey's tugging at the speaker's coat and telling him to shut up, because Mrs. Dorsey was in the room, Mr. Robb kept going until he had thoroughly elaborated on the attractions to be seen in Wichita. Gravity again restored, Sec'y-Treasurer read his annual report, which is herewith given in full:

Gentlemen—Herewith I submit my annual report as secretary and treasurer of your Association for the fiscal year ending May 31, 1909:

At the close of the last fiscal year we had a membership of	123
Admitted new members during the year	14
Reinstated	1
Total	138
Resigned during the year	24
Suspended for non-payment of dues	3
Leaving a net membership of	111
A loss during the year of	12

When you consider the existing conditions I believe you will agree with me that this is not a bad showing by any means, as it seems to have been rather a strenuous and unprofitable year to some of

Premium and secretary and treasurer's bond	5.00
Repairs for office desk	2.00
Repairs on office typewriter	13.05
Repairs on mimeograph	1.10
President's office and sundry expenses last year	25.00
Retainer for attorney last year	25.00
Expenses funeral of ex-President, J. P. Harrison, including floral offering, carriage, etc.	22.10
Telegrams	9.93
Express charges	5.90
Secretary's salary	1,800.00
Sundry office expenses	12.55

Total	\$3,996.28
Leaving balance on hand of	92.17

The expenses have necessarily been heavy the past year on account of the Legislature being in session, requiring the officers and committees to make numerous visits to Austin and the constant attendance of the committees upon the Legislature and attempting to carry out the instructions given by the Association at the last annual meeting, to use our best efforts in securing the passage of a law placing the telephone and telegraph companies under the control of the Railroad Commission. Owing to the numerous and sundry investigations and the hurry of the Legislature to adjourn the regular session we were unable to get the bill to a final passage, and were unable afterwards to get the Governor to include it in his recommendations for the special session; and as the Legislature seemed slow to pass on matters he submitted from time to time, he was not inclined to add the consideration of this bill to his list. For your information the large telephone system secured the co-operation of the smaller and independent telephone line owners in presenting to the Legislature the wall that the passage of such a bill would destroy their business and property; and if you secure the passage of such a bill at the next Legislature, you must keep up your agitation and campaign of education.

Another cause for the heavy expenses was the desire and attempt of the executive committee to secure some amendments to the uniform bill of lading, removing the very objectionable and serious clauses

in this document affecting the interest of the grain men; and this caused a number of trips of your secretary for the purpose of holding a conference with the secretaries of other associations and attending the hearings of the Oklahoma Commission on this subject, and conference with the railroad officials in St. Louis, which, of course, cost money. We believe and hope that we have the matter in a fair shape for consideration on the part of the railroad officials, as we have succeeded in convincing some of them at least of the injustice of the obnoxious conditions of the uniform bill of lading.

Another source of expense of something like \$100 or more was incurred in collecting what is known as the 12 per cent. ear corn rate, or rather refunds on these overcharges, and will be refunded to the association by the interested parties when the matter is finally closed up.

Having kept you reasonably well advised by circular of the work of the association, I will not take up your time further than to thank you for your patient attention.

Chairman C. L. Moss, of the Arbitration Committee, then read his report.

After the conclusion of Mr. Moss' report, Hon. James E. Love, Commissioner of Corporations of the State of Oklahoma, who was an invited and honored guest of the Association, and whose name was on the program for an address entitled, "How Can Grain Rates from Oklahoma to Texas Points Be Reduced to the Sum Totals of the Oklahoma and Texas Commission Rates?" was called upon by President Hughes, and spoke as follows:

My subject today is, "What can be done to secure to the people of Oklahoma and Texas the same

the application of combination of locals on shipments between Oklahoma and Texas moving via the gateway. It means that we at home can control our own rates and not be entirely dependent upon gentlemen who, no matter how honest their intentions may be, cannot as thoroughly understand the conditions as can the two Commissions in Texas and Oklahoma. As soon as arrangements are completed shipments billed through this gateway will take combination of locals as the through rate. It may be necessary to establish an agent at that point to attend the reconsigning of freight, but this will only be a matter of form as the desired result, "combination of the two Commission's locals, will apply as the through rate."

The State-line depot at Texhoma will, of course, affect only those shipments moving from that part of the Rock Island in the northwestern part of Oklahoma, and the next step that is necessary will be to secure State-line depots between Higgins, Texas, and Goodwin, Oklahoma, and another at Texola, Oklahoma, which will take care of the western part of Oklahoma and Texas. A depot has already been ordered built at the State line between Goodwin and Higgins, and case is pending in our Supreme Court.

Now comes the question of shipments from the central and northern part of Texas and the southern part of Oklahoma. From investigations so far made, I am of the opinion that State-line depots will not accomplish this purpose, for there we have a river to cross, and a shipment would become interstate between the Texas line and the Oklahoma line, and if the railroads saw fit they could apply an arbitrary charge for crossing that river that would cause the combination of locals to exceed any through rate that might be published. Here we must depend upon the Interstate Commerce Commission or we must select one of the gateways and arrange for the construction of a railroad across the river at

position therefore to State-line depots, or any regulation whereby the interstate rate could be limited to the sum of the local state rates, would seem to be at variance with this contention, and this is in line with a great many things, which have been put forward by the carriers wherein arbitrary opinions and rulings in the direction of self interests have taken the place of common sense and justice. The cost of carriage should be measured by the service performed, whether within the State or not.

Upon concluding Mr. Love was heartily cheered, and upon motion of the chair he was tendered a rising vote of thanks.

At 6:30 the body took an adjournment to meet again that night at the Standard Mineral Water Company's Pavilion, the New Beach, where the Commercial Club's committee had provided an elegant and varied line of entertainment, which consisted of vaudeville, fireworks display in the pavilion; swimming in the natatorium, dancing, and lastly an elaborate "Dutch luncheon" and its attendant refreshments. Every member of the party followed out the line of amusement that suited him or her best, until luncheon hour was called, when all gathered around the flower-bedecked tables under a blaze of electric lights on the lower floor of the fine new pavilion, and all enjoyed to the fullest the excellent viands which were served. When cigars were passed and all assumed the satisfied look characteristic of the well-fed around the banquet board, H. Bonner Keel of Waco was called upon, and in a pretty little speech praised the entertainment committee for the real Simon-pure hospitality which all were enjoying; and he added that he and many of his brethren of the grain trade were going to work for Mineral Wells as the permanent meeting place of the Association, for all he had talked to were in favor of coming back again. The affair closed in a proverbial "blaze of glory," and all adjourned to their hotels feeling that Mayor Stewart had made good his promises.

SECOND DAY'S SESSION.

The feature of the second day's session was, of course, the election of the following gentlemen as the officers of the Association for the ensuing year: President, H. B. Dorsey, Fort Worth; first vice-president, J. T. Stark, Plano; second vice-president, B. E. Clemmons, Waco; secretary-treasurer, G. J. Gibbs, Vernon; committeemen, C. F. Gribble, Sherman; C. L. Moss, Dallas; J. A. Hughes, Howe.

All of those elected had every occasion for feeling the just and pardonable pride which all in their speeches of acceptance said was swelling in their respective bosoms, as each nomination served to call for a motion to close them and every one who got his office did so without a single dissenting voice.

The election of officers followed a four-hour session, which was for the most part marked by good-natured discussion in which everyone in the main almost shared the same views.

H. Waldo of Muskogee, Oklahoma, who was scheduled to read a paper entitled, "What Should Be a Reasonable Time After Unloading a Car for Making Returns and Filing Claims?" did not arrive, but sent the following, which was read before the convention by Secretary-Treasurer Dorsey:

What should be a reasonable time after unloading a car for making returns and filing claims? "All claims for loss or damage must be reported within five days after receipt of goods." Such is the notice mentioned on the invoices that go out, from the wholesale grocery, hardware and dry goods houses of the country. It is surprising that the same regulation has not been adopted by our grain dealers long ago, for we are all aware that the invoice always goes out promptly with the shipment, but how different when it comes to reporting destination weights, unless there be a serious discrepancy.

The receiver has his weights as quickly as the car is unloaded, but if there is a necessity for making a refund, or a claim, the business of doing it is very frequently deferred for a more convenient season, and often a month or two goes by without a report to the shipper, by which time the matter has grown old and cold, and the chance of the "middle man" for recourse on the original seller at some country station is very uncertain; and if the country dealer has not moved away, he is very much astounded with the idea of a demand for a refund at such a late day, and usually refuses to "dig up." Thus through a dilatory practice of many otherwise well-regulated grain firms the "middle man" is left to suffer the loss of his money if he protects his credit; when, if the trouble at destination were only reported to him immediately after unloading, while the question is fresh all around, the shortage could be adjusted satisfactorily clearly back to the original furnisher.

A few days ago the writer paid one of these de-



LOCOMOTION AT MINERAL WELLS, TEXAS.

rates on interstate shipments of grain as would prevail should the combination of locals apply?" This is a subject on which little can be said but much can be done. You, gentlemen, are familiar with the efforts put forward by your Commission to secure a basis for using Commission rates on shipments originating in other States. Our Commission is barely eighteen months old, but this was one of the subjects that called for our attention from the moment of organization, and which has never been lost sight of.

There appears to be but two ways to secure combination of locals as the through rate, or, to secure a through rate that will not exceed the combination of locals. The Interstate Commerce Commission has jurisdiction and control of all interstate shipments, and one method is to go before that Commission and ask that through rates be established that will not exceed the combination of locals.

The second horn of the dilemma is the State-line depot. I am glad to be able to advise you today that the end of this question seems near at hand. Some years ago your commission, after due hearing, ordered the Chicago, Rock Island and Pacific Railway to build a State-line depot at the Oklahoma-Texas State line near the town of Texhoma. This case was appealed to the Supreme Court of this State, and I presume all of you are familiar with the details of that case and know that the final decision was in favor of the depot.

In our State there is now within about 500 feet of the State line a depot and the order of your Commission calling for a State-line depot served the question of State-line depots at that point. The railroads have recognized the principal of State-line depots and in order to avoid the necessity of building the second depot at Texhoma, W. S. Tinsman, manager of the Rock Island Railway, on last Tuesday called me up over the long distance telephone, making the proposition that instead of building the second depot, the Oklahoma and Texas Commission should allow the Rock Island Railway to consider the present depot at Texhoma as a State-line depot; and he agreed to bill shipments from that depot into Oklahoma on our Commission's rates and from that depot into Texas on the Texas Commission's rates. This is the result we have strived for, and it means

that point for the handling of this freight between the two States.

In my judgment the best way to proceed on this proposition is for the grain dealers and millers of Oklahoma and Texas to file a petition with the Interstate Commerce Commission, asking that through rates be established between Oklahoma and Texas that will not exceed the combination of Texas and Oklahoma Commissions' rates. I feel sure that the Texas Commission will intervene in this case and you may rest assured that the Oklahoma Commission will lose no time in filing an intervention petition and all the assistance that can be given will be forthcoming. With the strength of the Texas and Oklahoma grain dealers and millers and of the two Commissions, I do not see how we can fail to succeed.

I do not care to burden you with figures, but for the benefit of those who have not thoroughly studied this question I wish to give you a few figures to show the result of combination of locals as compared to the through rate:

	Through	Combination	Reduction	ton.
Wheat.				
Goodwin to Higgins.....	4.7	13.5	8.6	4.9
Goodwin to Miami.....	53.2	16.0	12.6	3.4
Goodwin to Fort Worth.....		26.0	24.6	1.4
Guthrie to Gainesville.....	171.1	25.5	14.9	10.6
Guthrie to Fort Worth.....	235.8	28.5	21.4	7.1
Waurika to Ringold.....	24.4	18.0	9.8	8.2
Waurika to Bridgeport.....	69.8	18.0	13.8	4.2
Waurika to Fort Worth.....	108.6	18.0	16.8	1.2

I understand that wheat across the line from Oklahoma is worth from 6 to 10 cents per bushel more than it is in Oklahoma, and I understand that the same condition exists on the northern border of Oklahoma, wheat being cheaper in Kansas than it is in Oklahoma and this can be accounted for in no way except the unjust freight rates that are in effect today.

The railroads contend that it costs more to carry state than interstate freight, and on this account the higher rate on state freight was justifiable. Op-

ferred demands to a prominent grain firm from Texas, and in discussing the matter the claimant wrote: "It sometimes does not suit us to file claims immediately upon receipt of the shipment, as we generally do this work when we have nothing else to do."

In conclusion, I would suggest that to make the list of our Trade Rules complete, that all receivers of grain be required to make their claims of returns within five days from the time of unloading cars.

Much applause followed the reading of the paper, and later E. R. Kolp of Fort Worth took the floor and was heard briefly along the same lines.

J. Z. Keel of Gainesville then offered the following amendment to Trade Rule No. 39, by inserting the following:

Returns on all shipments of grain and its products must be made within ten days after the car is unloaded, and claims, if any, follow as soon thereafter as practical.

Much discussion followed the offering of the amendment, which was indulged in by Messrs. Kolp of Fort Worth, Clemmons of Waco and Hughes of Howe, all severely attacking Mr. Keel's proposition.

Mr. Keel was on the floor defending his amendment, but finally, upon motion of Mr. Clemmons of Waco, it was tabled by substantial majority.

Mr. Keel promptly offered another amendment to the same rule, which was as follows:

Report of the weights and grade of grain and the condition of the car must be made by the receivers within five days after car is unloaded and two days allowed to each party in respite to make report to their shippers and returns should follow as soon thereafter as practical.

The resolution was no sooner read than Mr. Keel took the floor and proceeded to talk hard to get it through, but Mr. Kolp of Fort Worth, who quickly followed him, replied with a motion to table it, which motion, when put to a vote, was found to have an equal number of friends and enemies, the chair breaking the tie and voting the amendment down.

J. Van Steinwyk of Stamford was next heard on the subject, "Does There Exist a Necessity for a Pure Seed Law?" Mr. Van Steinwyk told the convention that he had prepared no paper, but he talked off-hand and elaborated on the following points:

It may not be necessary, but it is imminent in other States, and Texas is not behind the regulation.

The importance of the seed industry to the consumer and to the producer.

Consequences of bad seed.

If dishonest practices could be stopped without passing a law it would not be necessary.

Position of the farmer as producer as well as consumer.

Position of the dealer with reference to classes, wholesale and retail.

Who is likely to get the worst of such a law? and the probable consequences of eliminating the country buyer.

Difficulties of the application of any law, and hardships likely to result.

The address closed by urging the appointment of a committee to frame as reasonable a bill as possible to devise and to "keep the politicians away from the manger."

Two-minute talks upon subjects selected by the speakers then followed. Among those heard were W. L. Pitts of Marshall, "Membership;" V. F. Weiser, Hico, "Better Acquaintance between the Mill and Grain Men;" W. H. Wingo, Wills Point, "Arbitration;" W. H. Early, Waco, "Membership."

Letters were read from Eugene Early of Waco and Werner Wilkins of Waco.

F. J. Poor of Dallas then made a neat little talk on generalities.

R. L. Brown of Livon was next heard from on the subject, "Shipping and Returns."

Kolp of Fort Worth, Clemmons of Waco, Moore of Fort Worth, Keel of Gainesville and Beeker of Galveston were all heard in the discussion on the advisability of having a public weigher at the port of Galveston.

The committee appointed on Thursday to consider and report on the recommendations contained in President Hughes's annual address touching on the changing of the Constitution and Trade Rules of the Association, reporting through its chairman, B. B. Gibbs of Clifton, and recommended that trade rule No. 7 be changed to read as follows:

Rule No. 7.—Incomplete Shipments.—When the dealer finds that he will not be able to complete a contract within the agreed limit, it shall be his duty so to advise the buyer by mail, telephone or tele-

graph; whereupon it shall be the duty of the buyer at once to elect either to buy or cancel the deficit, or to extend the contract to cover said deficit. The measure of damage shall be the actual loss sustained, or the difference between purchase price and market value at time and place contract terminated. "Shipping directions furnished by the buyer before the expiration of said twenty-four hours must be accepted by the seller."

Several other changes were made in the Trade Rules.

The Committee on Resolutions then reported as follows through its chairman, J. Z. Keel of Gainesville:

Whereas, In the death of ex-President J. P. Harrison, the Texas Grain Dealers' Association has lost its first president and one known as the "Father of the Association"; and

Whereas, We miss his genial presence, cordial handshakes and wise counsel in our meetings; therefore, be it

Resolved, That a page in our minute book be set apart to the memory of our honored ex-president, and that our president be directed to procure and frame a suitable portrait of the late President Harris, and that said portrait be kept in the office of the Association.

Resolved, further, That a certified copy of these resolutions be mailed to Mrs. J. P. Harrison and furnished the press for publication.

Another resolution expressed the Association's thanks to the citizens of Mineral Wells, to Mayor Stewart, the B. P. O. E. 1107, for the magnificent courtesies which had been tendered the delegates, was then adopted, after which Superintendent Bock, of the Mineral Wells and Northwestern Railway Company, and who makes his home in the city, was recognized by Chairman Stark and, taking the floor, heartily thanked the committee for their kind words of appreciation. Mr. Bock recalled the speech made the night before by Mr. Keel of Gainesville, in which the Gainesville man stated that the delegates had all expressed themselves as being so gratified with the treatment they had received here that they were eagerly looking forward to returning again, but hoped when they did they would come on an interurban from Sherman. Mr. Bock said that he was glad to know the delegates were coming again, but regretted that they were going to remain away so long.

This last remark occasioned much laughter, after which Mr. Bock told the delegates that he had provided a special train which would take them out to Weatherford, where they could make connections for Fort Worth, and that the train would leave here at 3:10 p. m., an hour later than the regular. This latter arrangement allowed further time for the closing features of the session, and Mr. Bock was heartily thanked for his courtesy.

After some minor details, the meeting then took adjournment.

THE MEMBERS PRESENT.

Among those present at Mineral Wells were the following:

E. W. Owen, Kansas City; J. C. Lovelace, Durant; J. W. Myers, Fort Worth; J. T. Chambers, Sanger; E. Edwards, Seymour; J. D. Lindsley, Kansas City; E. M. Rogers, Fort Worth; H. J. Bradford, Weatherford; C. L. Kerr, Houston; G. T. Dunn, Fort Worth; Max Ortlieb, Dallas; D. W. King, Brownwood; J. F. Smith, Dallas; C. L. Moss, Dallas; W. W. Early, Waco; B. E. Clemmons, Waco; B. W. Blewett, Denton; L. W. Sanderson, Dallas; W. H. Wingo, Dallas; J. E. Love, Woodward, Okla.; E. R. Kolp, Fort Worth; R. L. Brown, Livon; A. C. Couch, Temple; A. E. Childress, Temple; G. Atkins, Jr., Dallas; J. E. Smott, Hubbard City; G. W. Linger, Denver, Col.; G. F. Chapman, Sherman; S. A. Blewett, Krum; J. T. Stark, Plano; J. A. Hughes, Howe; H. B. Dorsey, Fort Worth; G. T. Gibbs, Vernon; J. E. Edwards, Dallas; John P. Hart, Dallas; A. L. Williams, Beaumont; John Z. Keel, Gainesville; W. L. Keep, Gainesville; H. B. Kell, Gainesville; C. C. Epps, Hastings; B. F. Whitehurst, Muskogee, Okla.; C. J. Walaver, Muskogee; L. J. Belew, Pilot Point; W. P. Reinhart, Dallas; J. Ross, San Antonio; Mr. Gusike, San Antonio; W. A. Manning, Quanah; J. A. Stephens, Fort Worth; Fritz Drawn, Fort Worth; Allen Logan, Kansas City; B. K. Smith, Fort Worth; R. Crawford, Fort Worth; E. H. Egdon, Greenville; M. W. Gary, Dallas; C. F. Gribble, Sherman; W. O. Brackett, Kansas City; C. A. Waller, Weatherford; T. J. Moore, Fort Worth; F. J. Batner, Galveston; J. C. Robb, Wichita, Kans.; G. Oldham, Wichita, Kans.; A. Y. Mitchell, New Orleans, La.; J. Updike, Fort Worth; E. J. Weiser, Hico; T. J. Poor, Dallas; C. V. Fisher, Kansas City.

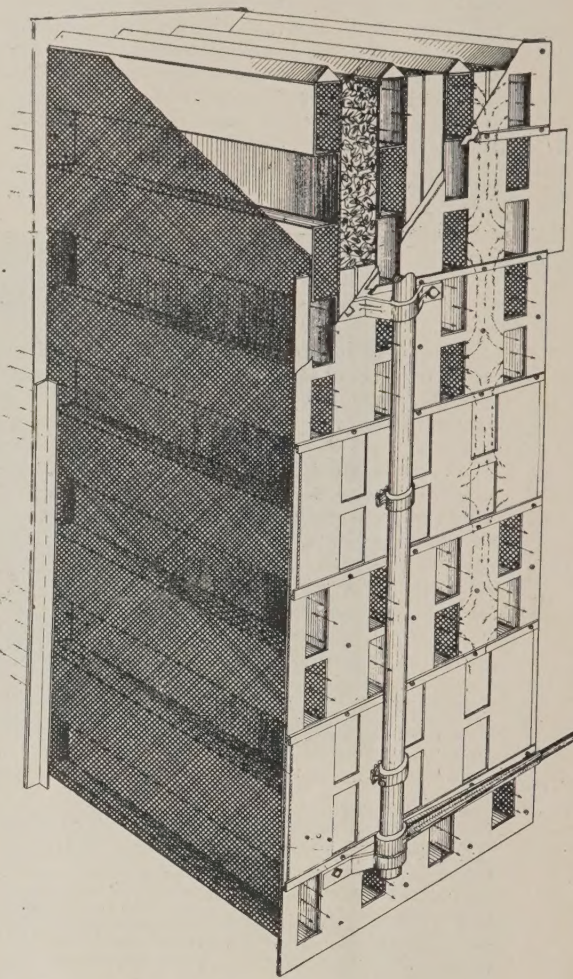
In St. Louis on May 24 No. 2 red wheat sold by sample at \$1.58, the then highest cash price recorded in that market; but on June 2 the price rose to \$1.65, the highest price since the Civil War, when \$1.47 was recorded.

A COLD AIR DRIER.

A cold air grain drier that is particularly adapted to country elevator use is shown in the accompanying illustration. It is the invention of W. E. Ellis of Ellis Drier Co., Chicago, who has manufactured hot air driers for years, and who in utilizing the principles of the Ellis Hot Air Drier with an original system of pressure and exhaust chamber, has succeeded in giving the trade a successful cold air drier.

That which makes the drier especially adapted to country elevators is that it may be installed in the elevator itself without increasing the cost of insurance. The absence of any need for steam coils and connections greatly reduces the cost, so that the drier is within the means of every elevator owner who wants a practical machine.

In operation the air is forced from both sides of the drier into a layer of grain. The air currents



ELLIS COLD AIR GRAIN DRIER.

meet in the middle of the layer, forming a cushion, and then passes both upward and downward to the exhaust chambers. Each bushel of grain is subjected to 200 cubic feet of air per minute. By thus increasing so greatly the volume of cold air to which the grain is subjected, the advantages of using heat are offset.

For further particulars address Ellis Drier Co., Postal Telegraph Building, Chicago.

The C. N. Ry., from September 1, 1908, to May 31, 1909, unloaded 20,184 cars of grain at Port Arthur, an increase over the same period of the previous year of 6,435 cars. Of wheat 16,816 cars were received; oats, 2,181; barley, 1,050, and flax 137.

A sale of foreign beans recently by J. A. Heath of Lenox, Mich., through an Eastern buyer for San Francisco markets, was compared by the consignee in a letter to Mr. Heath, as the nearest thing to "carrying coals to Newcastle" ever occurring in his business experience. The transshipment across the continent of 3,000 bushels was made from the Atlantic docks to the Pacific.

[For the Oklahoma Association.]

GRAIN INSPECTION AND ITS INFLUENCE
ON TRADE.

BY JOHN D. SHANAHAN.*

The wide variations in the commercial values of the world's cereal crops, the many conditions and circumstances affecting them, and the remarkable rapidity with which the enormous grain business is carried on, have brought about the introduction into that business of many methods whereby particular circumstances and conditions may be quickly communicated and understood between widely separated sellers and purchasers with the least possible negotiation or explanation on the part of either.

Among the most useful of these, when properly conducted, are the different methods of inspecting and grading, whereby the quality and condition of different kinds and classes of grain are fixed by grades in the market centers in a more or less practicable way by inspectors whose certificates of inspection are used in lieu of an exchange of type or representative samples between buyer and seller, thus saving much time and expense.

The theory upon which this inspection, as practiced in the United States east of the Rocky Mountains and in Canada, is based is peculiar to the countries named, in that it attempts to fix the commercial values of the several kinds and classes of grain bought and sold according to numerically arranged grades; and this method is entirely of American origin. Attempts have from time to time been made to establish this method or system in other grain exporting countries, especially in Russia and the Argentine, but with the exception of Canada, for various reasons the attempts have not been successful. The failure to successfully introduce what might be called "The American System" of grain inspection into those countries is attributed in part by some European students of the question to the lessons taught the merchants of the importing countries by their experience during the past ten years with the American grain inspection certificate.

To begin with, the inception of the system in the United States which, according to trade traditions, originated with boatmen on the Chicago River and culminated in the organization in 1858 of an inspection department based upon much the same principles as those in use to-day by the Board of Trade at Chicago, we find the grain-producing area of our country naturally very much smaller than at present and our trade in grain between the States and with foreign countries of a considerable less volume.

GROWTH OF OUR GRAIN PRODUCTION.

The production of corn in the United States in 1850 was about 592 million bushels, and in 1860 839 million bushels. Statistics showing the acreage and exports for those years are not available. In 1866, the area planted was about 34 million acres, the production 868 million bushels, and the exports 16 million bushels; while in 1907 the area was about 100 million acres, or nearly three times as large, the production 2,592 million bushels, also nearly three times as large, while the exports were about 55 million bushels for the year beginning July 1st, or about three and one-half times as large. The 1907 exports have been exceeded many times during the past 20 years, notably during 1897, when they reached 212 million, and 1899, when they were 213 million bushels, or more than 13 times as large as the exports of 1866.

The production of wheat in this country shows a like phenomenal growth. In 1850 there were produced about 100½ million bushels, and in 1860 173 million bushels. In 1866 the area planted was about 15 million acres, the production 152 million bushels, and the exports about 12½ million bushels, including flour. In 1907 the area planted was over 45 million acres, or three times as large, the production was 634 million bushels, or nearly five times as large, and the exports were 160 million bushels, including flour, or nearly thirteen times as large.

These exports also have been exceeded many times during the past twenty years, notably in 1891, when there were exported 225½ million, or 18 times as large, and in 1901 when there were exported 235 million bushels (flour included in both cases), or about 18½ times as large as the exports of 1866.

In this connection the following note taken from the Yearbook of the Department of Agriculture for 1902 is of interest:

The figures of the last census (1900), when compared with those of previous census reports, back to 1850, indicate that the movement of the production of grain under natural conditions has about reached its Western limit. Since 1850 the 'median point' (center) of production of the six great crops—corn, wheat, oats, barley, rye, and buckwheat—was about twenty miles east of Cincinnati, Ohio, and in 1900 it had moved to a point thirty-one miles west-southwest of Burlington, Iowa; but its western movement in the last ten years was comparatively very small. It remains to be seen what effect the great irrigation work now planned by the Government will have upon the location of the great grain fields of the country.

The period between 1885 and 1890 marked the beginning of a rapid extension of our grain producing area and an immense increase in the volume of trade between the States and with foreign countries, due partly to the rapid increase and spread of our population, which made necessary the opening up of new markets and routes of transportation and distribution for our domestic and foreign trade and precipitated a more or less rough and tumble scramble among our grain merchants in the readjustment of conditions necessary for handling and distributing the greatly increased volume of trade, which naturally required the extension of grain inspection methods and practices as a circumstance in facilitating that trade. These methods and practices have gradually been extended to all grain markets in the United States east of the Rocky Mountains. Grain inspection and grading methods as practiced on our Pacific Coast west of the Rocky Mountains are of an altogether different character.

INSPECTION AND INSPECTION CERTIFICATES.

For many years during the early history of the grain trade and in fact up to a comparatively recent date, there were but two principal general routes of transportation over which the greater volume of Western grain was shipped and distributed to Eastern markets and export points, the Gulf not becoming an important factor until a comparatively recent date. Those routes were from the western boundaries of our grain producing section, usually through Chicago and Buffalo to New York and Boston, or from the before-mentioned territory to Baltimore, the comparatively low rates for water transportation via the Great Lakes being an attraction by way of Chicago. The products of the Northwestern wheat fields, when they were opened up, also found an outlet via the Great Lakes from Duluth and the great bulk of that business is still transported via that route during the season of navigation, owing to the comparatively prohibitive all-rail rates from that section to the east and to the seaboard.

During this earlier period the inspection systems and practices then in use, although somewhat crude, were sufficient unto the day and were in a practical way satisfactory, because the grains of commerce, especially corn, were in much better condition upon leaving the farms and received better care and consideration in handling and transportation than has been the case for the past ten or twelve years. The "mixing house," or "hospital" grain elevator, had not then been invented.

In those days it was a common practice to carry over into the next season a large portion of the previous year's corn crop and market it after a new crop had been harvested and was in process of being cured for the market, the new crop corn not being considered fit for market in its green state.

The extension of our producing area, the introduction of new varieties and classes, and the changes in the methods and usages of the business, have of late years made the inspection and grading of grain a much more complicated and exacting proposition than formerly. For many years, however, the inspection scheme was found to be especially valuable in our export trade because of the difficulties of

trans-Atlantic communication and the great saving in time and expense made possible by the use of the certificates of inspection; and as a consequence the American certificates of grade, covering shipments of grain from our Atlantic Coast, were accepted without question or complaint. During the past ten or twelve years this has not been altogether true, and complaints from our European customers have shown a growing lack of confidence in our inspection certificate.

The results of investigations carried on by the Government during the past ten years all go to show that these certificates have not been adequately reliable nor have they in many cases honestly represented the quality and condition of the grain covered by them; that the attitude of the European grain merchant generally is one of suspicion toward the certificate and antagonism toward the system of purchasing grain from us upon the "inspection final" contract, a form of contract used exclusively in trade with our Atlantic and Gulf ports and with Canada. Practically all grain purchased in Europe from other countries is on a basis of quality and condition guaranteed on arrival and arbitration at London.

The reason that our export trade continues to be done upon the basis of an "inspection final" contract is not because of the present reliability of those certificates, nor the satisfaction of the foreign purchaser with the use of that contract, but because of the reliability of the inspection certificate in the past, trade upon that basis has become thoroughly established, and the inability on the part of European merchants to thus far obtain united action among themselves, looking toward a more safe (for them) basis of trade or the repudiation of this contract altogether. An agitation in Europe with this in view has been going on for several years and is fast taking concrete form; and it is materially encouraged by the constantly increasing ability of some of the countries competing with the United States in the export grain trade of the world, notably the Argentine, to furnish increasingly larger volumes of grain to that trade.

In this connection also the European merchant, in view of the constantly decreasing volume of our exports of grain, is taking note of the possibility of a time when the United States will no longer be a factor in that trade and is laying his plans accordingly. It was claimed in London that, with this possibility in view, English interests are assisting in every way possible to promote the extension of the growing areas and the productions of grain in the Argentine and Canada and also have an eye upon the possibilities in South Africa.

The opinions of observant men differ widely as to the probable date when the United States will cease to become an exporter of grain, but those who are most familiar with the vast resources of our country and the extent to which the production of the area already under cultivation can be enlarged, feel that the time is yet far distant and that it is as yet too early to take the position that our need for a foreign market for grain is a thing of the past.

But leaving the export question out of the equation, and considering only conditions relating to inspection of grain in our home trade and the great amount of dissatisfaction that has been expressed with it during the past several years, the attempts of representative merchants of all parts of the country to bring about more uniform practices and logical conditions in inspection as applied to that trade, the opinions of those men and the arguments for and against uniform grades and Federal inspection, and taking their frank statements and reading between the lines of those not so frank, they all point to the fact that the American system of grain inspection is a desirable and useful one; that it is based upon sound and logical principles; but in practice is a system of inspection that does not inspect; or in other words, it fails to fix the economic values of the different kinds, classes, and grades of grain in a reliable and satisfactory manner.

To illustrate, let us take the matter of hard winter wheat. The range in the selling price of the

*An address by John D. Shanahan, Technologist in Charge, Grain Standardization, Bureau of Plant Industry, United States Department of Agriculture, before the Oklahoma Grain Dealers' Association, Oklahoma City, May 19-20, 1909.

No. 2 grade of this class of wheat in the primary markets is usually about six cents per bushel and the spread has recently been as great as eight cents per bushel in one day. It seems altogether logical to presume that these ranges represented the economic differences in the worth of this wheat, because it was sold largely by sample to millers and others capable of judging of its flour making values, which is the only sound basis of value in wheat grades. Unquestionably these variations were due to some inherent desirable quality in the wheat, which predominated in the best samples and was lacking in different degrees in the others.

The predominant quality expected in hard winter wheat is strength, usually indicated to the expert by its color and texture. The factor of strength, or gluten content, in this wheat has especial value because of its large use for mixing with the weaker soft wheats, especially in England and Germany, to which countries much of this wheat is exported. The point is that the inspection and grading in those cases were absolutely worthless to the miller or other purchaser of this wheat because the values of the different parcels were not fixed within reasonable limits by the grades given them and sample transactions in each case were necessary. It is, therefore, manifest that this No. 2 grade of hard winter wheat should have been divided into at least two grades; or, better still, that the softer wheat in this class had been considered separately under another class name or designation.

Another illustration of the same principle may be found in the report of the hearings on Senator McCumber's Federal grain inspection bill, before the Committee on Agriculture and Forestry of the United States Senate last year, during which a prominent grain merchant made the following statement in defending the present practices of inspection as against the passage of a Federal law:

To put it before you in as few words and as simply as I possibly can, I will simply refer to the question of grain for milling and rye for distilling purposes. In the handling of rye for distilling purposes, the condition which determine its grade are quality and the dryness, or condition, of the grain; but the distiller, while he will buy rye as No. 2 (which only refers to its quality and condition), will pay a premium of from five to ten cents a bushel, as the case may be, for rye of a certain quality which will produce a certain class of goods; and that is equally true of the miller.

This statement taken together with the balance of his testimony clearly indicates that within his observation and experience the grade of No. 2 rye as at present constituted, or, at least, under present practices, has a range in actual worth of ten cents per bushel as between the best and ordinary parcels of that grade. He also indicates, and truly, that it is unfair and unjust to the owner of the better parcels to treat them in storage and trade upon the same basis as those of the ordinary ones of the grade. I fear, however, that he would hesitate to declare that they are not often stored together in a manner in which their identity is lost, nor that the owners or shippers are not often paid for them on a basis of a uniform price for the grade. Here again the inspection and grading is of no value to the seller or buyer, if the economic worth of the grade of No. 2 rye is not fixed within a range of ten cents per bushel.

During the last crop year the range in the moisture content of No. 2 corn and mixed corn, its equivalent, at least according to rules and specifications, as graded in the different markets of the country during the year, was from 1 to 19½ per cent and the range in a single market for a single day was from 16½ to 19½ per cent. Obviously corn containing 16½ per cent of moisture, especially during the spring months, is worth more than that containing 19½ per cent, and their relative worth is not justly fixed by placing them in the same grade. These examples are here cited not as a criticism of any one market or inspection institution but to show a known general condition of affairs in relation to the inspection and grading of grain. Similar examples may be found in almost any grain market.

The practice of allowing these wide ranges in the grades of grain renders them fundamentally useless as fixing comparative values and the inspection

service of value to no one so much as to the merchant inclined to sharp practices and explains to no small degree the differences in actual value in the same grades as between the "in" and "out" inspection in some of our markets and export points. If all grain put into a single grade is settled for at a uniform price, it is not difficult to understand why the beneficiaries object to more definite and uniform standards and specifications for grades and more uniform and logical practices in the inspection of grain, neither is it difficult to understand some of the arguments against them on the basis of "local conditions."

The plain fact is that grain inspection as now practiced leaves the grades open to manipulation in the markets and export points because of the wide ranges in value within themselves and are consequently more useful to the manipulator than to any one else. This in the main is what is wrong with grain inspection in our country, and unless this is remedied the practice will die a natural death through force of conditions and adverse public opinion.

To leave this subject without acknowledging the efforts being made to improve the general practices would manifestly be unfair to the two State grain inspection departments that have recently reorganized their methods and are now making all inspec-

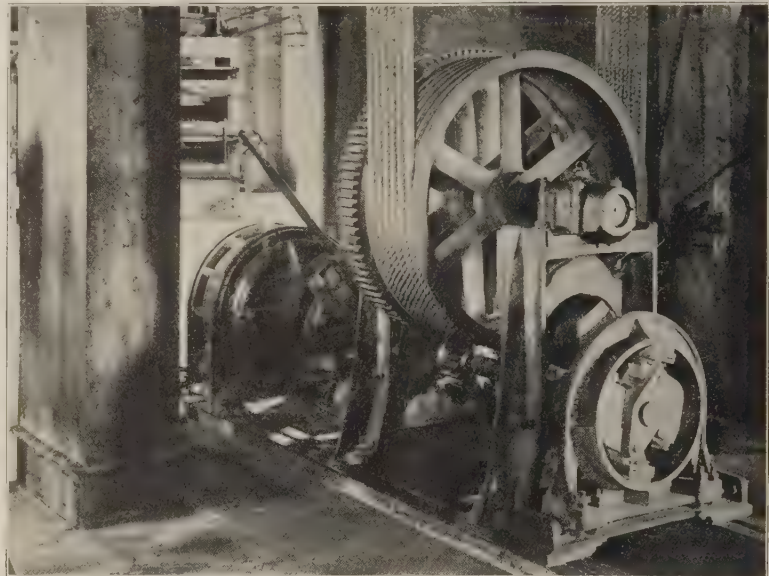
cuting a bond that they would not be sold or otherwise disposed of contrary to the provisions of the Act.

MOTOR ATTACHMENT TO ELEVATOR LEG.

There are three elevator legs in the new elevator of the Northwestern Consolidated Milling Company at Minneapolis, each having an elevating capacity of about 10,000 bushels per hour. These legs are about 175 feet high from boot to head. Each leg has an independent drive, consisting of a 50-h.p. General Electric Induction Motor equipped with the Evans Motor Attachment with reducing gears and a rope drive from this machine to the elevator head, as shown in the illustration.

There are several advantages gained by the use of the Evans Motor Attachment in connection with the leg drives. The non-reversing stop will prevent the elevator leg from running backwards and forming a "choke" when the power is off, and the friction cut-off coupling, interposed between the non-reversing stop and the motor, enables the motor to start the leg with a full load in the buckets, as the motor can be started with no load and run up to normal speed before the load is imposed by means of the clutch coupling.

In the operation of electrically-driven elevator



EVANS MOTOR ATTACHMENT FOR ELEVATOR LEGS.

tions and final grades indoors under cover and under uniform conditions of light, temperature, etc.; and these efforts would seem to justify the hope that the improvements will not stop there but continue until they insist upon being given sufficient time to do their work in order to avoid errors and injustices through pressure for speed, and until the rules and specifications for their grades are made more logical and definite, especially in the case of definite limits for moisture in the grades of corn, which the Department of Agriculture has made possible in a practical way.

[To be continued.]

BARLEY-BURDENED OATS.

The Board of Food and Drug Inspection, under date May 17, has published its judgment in the Government libel of a car of barley-burdened oats shipped by the Bartlett Commission Company from East St. Louis to Lewin & Adcock, Knoxville, Tenn. The oats were sold, shipped and invoiced as "No. 2 mixed oats," but in fact contained 25 per cent of barley. Accordingly, the Board declares that the "lot in question was both adulterated and misbranded within the meaning of the Food and Drug Act."

The oats (48,000 lbs.) were therefore ordered forfeited and confiscated to the United States; but inasmuch as the oats may be valuable as food the claimants, the shippers, were permitted to pay the costs of the action and to recover the oats on ex-

legs a great deal of annoyance and expense have been caused in the past by the "backing" and "choking" of the legs when the power is off unexpectedly, but these troubles are being avoided in most of the modern elevators by the use of this new type of elevator drive, which is manufactured by Scott F. Evans of Minneapolis.

CONTRACTING NEW WHEAT.

The Kansas and Southwestern new wheat is now about ready to thrash. In Texas, as a Fort Worth telegram says, thrashing began at Denton on June 5, the opening of the new crop year in this country. The price per bushel by contract was \$1.35 as a minimum.

In Kansas contracting the new crop has been in progress since June 1 at \$1 to \$1.10 per bushel.

"Old wheat in Kansas," says J. T. White, Chief Inspector, "has about disappeared. I doubt," he said on June 5, "if there is a wheat raiser in Kansas who has a carload on hand. If there is I haven't heard of him."

One dollar a bushel is offered in eastern Oregon also for new wheat.

According to the annual report mailed on May 26 to stockholders of the Corn Products Refining Company, for the twelve months ending February 27, 1909, the net income from operations, including National Starch Company, was \$2,336,750, against \$2,846,743 in the previous year, a decrease of \$509,993.

ILLINOIS GRAIN DEALERS.

The sixteenth annual convention of the Illinois Grain Dealers' Association was held at the National Hotel, Peoria, on June 15 and 16, and was rather more liberally attended by country grain dealers than has been usual in recent years. The receivers, or their agents, were there, of course, greeting old customers and friends as usual; but the dealer also was in evidence, greatly to everyone's satisfaction.

The sessions were held in the assembly hall of the hotel, beginning at about 2 o'clock, the hall being filled. Rev. B. G. Carpenter, Peoria, invoked the Divine blessing and was followed by Mayor E. N. Woodruff with the address of welcome which was generous and graceful, the reply being made by W. T. Cornelison of the Peoria Board of Trade. In doing so, Mr. Cornelison suggested that the object of this Association is not to violate the laws governing combinations in this State, but only to co-operate for the benefit of selves and the grain trade at large—to study the best plans for conducting and developing the grain business.

PRESIDENT'S ANNUAL ADDRESS.

President Wayne followed with his annual address as follows:

It is not my intention to make any lengthy address, for at the last two annual meetings I attempted to outline my ideas as to the needs of the grain trade for the betterment of members of this Association. Some of these matters have received due consideration and attention, while others seem difficult to reach a proper solution, and these I wish to again call your attention to.

This Association has become a member of the National Traffic League, whose express purpose is to regulate tariffs and put in force just and reasonable reciprocal demurrage rules. My idea is that we should do all we can to assist this movement as the result of its work will be a benefit to us all, and I hope the new officers will maintain friendly relations with the League.

In my judgment one of the most important things to be accomplished in the future is to discontinue selling corn and oats as "3 or better" instead of the specific grade, for the loss to the country shipper at the present time due to this method of doing business amounts to from five to ten million dollars annually. Why cannot these bids be made on the basis of No. 3, and if we have any No. 2 corn and oats get the premium for the same? I believe that the time has arrived for a conference of all the State associations to unitedly demand that action be taken by all boards of trade to correct this unjust method of buying grain.

I am pleased to see that the experiment farms suggested last year have had some consideration in this State, and I hope that the future will bring better results. The new State of Oklahoma passed a law last winter locating an experiment farm in each county of the State, and surely the great State of Illinois will do as well.

I believe that county agricultural schools are being successfully conducted in the State of Minnesota. A county agricultural school in connection with the experiment farm might supply a long-felt need. We have township schools in this State; why not go just a little farther and make it a county agricultural school?

We have organized a railroad claim department within the past year. We want all members to avail themselves of this new departure. Our attorney will be with us at this meeting and explain this matter more fully.

The most annoying thing we have to contend with in doing a country grain business is the storing of farmers' grain without charge. It invariably causes dissatisfaction with the farmer and loss to the grain man. This must be stopped, and if our Association cannot do it, I am in favor of asking the Legislature to enact a law to prohibit the storing of grain by the country elevators, and in doing so protect both the farmer and the grain man. (Applause.)

Has the time arrived when the consumption of grain in this country has overtaken the production? If so our range of prices will be much higher. That being the case our fixed charges for handling a bushel of grain will be correspondingly higher than it has been in the past. If this is true, it occurs to me that the country shipper must figure on a new basis for handling grain. He can be sure that his shrinkage per car will be fully double in dollars and cents what it has been in the past. From my experience I find that the shrinkage now amounts to fully 1c per bushel, while the same shrinkage sometime ago amounted to $\frac{1}{2}$ c per bushel. Our margins are getting so small that the grain man must look out for the $\frac{1}{4}$ and $\frac{1}{4}$ if he expects to be successful in his business.

While car shortage has not given us any trouble in the past year, I think the matter should be kept in mind, as with the return of commercial prosperity I believe the first thing that will present itself to the shipper will be the question of shortage of cars. We should urge the railroad companies to keep the rolling stock in good condition and not allow cars to go out of commission nor discontinue building and buying new equipment. In this connection I might say, it would be well for us to urge the railroad companies to buy steel-lined cars instead of the old wooden boxes, thus eliminating

to a large extent the losses to both elevator man and railroad that come from having leaky cars.

I am informed that at the present time billings are being manipulated at some of the terminal markets in this State, whereby Western grain comes in direct competition with Illinois grain in the Eastern and Southeastern markets. This manipulation might be considered a violation of the interstate commerce law, and if so the same should be stopped. I ask that our railroad committee take this up.

I would like to say just a word about what I think the discount should be on option trades, when No. 3 grain is delivered on contract. All No. 3 grain should be deliverable on option contract at a discount of 2c per bushel. A few years ago when the question was being agitated, and the country demanded a stated discount, the board of trade said they could not have any established discount on option trade; but for some unaccountable reason they did change the rules and allow No. 3 corn to be delivered on contract at a discount of 5 cents. The country shippers of to-day are just as positive that the board of trade can establish a 2c discount without imposing a hardship on any one, and that No. 3 wheat, corn and oats should be delivered on option contract at 3c discount. I hope the matter will receive your careful consideration at this meeting.

In closing I wish to say that I want to thank each and all of you for the confidence you have shown me by electing me president in the past. Any suggestions I have offered or changes made have been done for the best interest of the Association, as its interests have been uppermost in my mind at all times; and if you feel that any good results have been obtained, I believe that our Secretary deserves a very large share of the credit. I urge you all to continue your interest in the future and give the incoming officers the same hearty cooperation that you have given me the past three years, for by so doing the future success of our Association is assured.

Reading of the minutes of the convention of 1908 was on motion of Mr. Tyng of Peoria dispensed with, the record having been published in the trade papers.

SECRETARY'S ANNUAL REPORT.

Secy. Strong's annual report and financial statement were then presented and read as follows:

The fiscal year of the Association ends with the month of May, I herewith beg to submit the following report of the business and proceedings of the Association for the 16th year:

There have been many changes among the membership from the usual business causes. Forty-six new members have been received during the year, making 531 enrolled members, a gain of nine for the year.

The financial and moral support of the members has been prompt and constant and greater harmony has been prevalent throughout the State during the year than at any time in the history of the organization. This is to be expected from the fact that there has been a more general understanding of the workings of the Association, and as the years go by the members become accustomed to working harmoniously, thus adding much to the general benefit.

From a consideration of the new members it will be observed that there have been a larger number of commission firms received than of elevator operators. It is difficult to convince many country shippers that there is anything to be gained from Association work, for the reason that they take a too narrow view of the grain business. The handling of the crops, is by far the greatest business in the country, and the pushing, progressive and practical grain dealer is all the time striving for better methods, more convenient machinery, and greater rapidity of movement. The benefits growing out of Association work are enjoyed alike by all the trade of the State, and while every grain dealer gets the benefit of the work done by those who associate themselves together for betterments of the trade, if he is not a member he leaves his brother grain dealer to bear the expense, and thus shifts his responsibility.

So prevalent has grown the idea that association of individuals in the same line of business is greatly beneficial, that lately the boards of trade and merchants' exchanges of the country have inaugurated a plan of holding conventions or meetings at different places, for the purpose of exchanging views as to the better ways and manners of transacting their business. From these meetings grow harmony of action and discussion of the best methods of doing a grain business, and the up-to-date dealer gets new ideas and new inspiration for his work. So it is with country dealers who meet at different places throughout the State, where local questions pertinent to the business are discussed with their competitors, which affect the movement of grain from the farmer to the country elevator operator, the best markets, the best routes for shipment, and how best to care for the grain, particularly when it may be off-grade; and here it is that the wide-awake country elevator operator gets ideas which enable him to so handle his trade that he realizes a handsome profit at the end of the year. It would be of vast benefit to the trade generally in the country, and to every individual dealer, if all the grain shippers were members of the Association and worked along association ideas with competitors. Every member should make it his interest to see those dealers with whom he comes into close competition and invite and urge them to become members of the Association, invite them to the local meetings, call upon them frequently, and get them to know that your earnest desire is that there may be perfect harmony be-

tween you. The American Bankers' Association is one of the strongest organizations in the country; and they hold local meetings in different parts of the State where all the bankers of a half dozen counties meet and discuss their business, and so it is in all other lines of trade.

The fifteenth annual convention adopted a number of resolutions which were taken up and worked out by committees duly appointed later on; and I beg to report as follows:

The resolution relating to interest on drafts was discussed at a meeting of a committee from the Association and the Chicago Board, in the office of the secretary of the Chicago Board of Trade, in August of last year, and the committee from the Chicago Board of Trade reported that, "The practice of charging interest after the date of unloading grain as indicated by the Certificate of Weights, is not within the spirit or intention of the rules and should be discontinued."

The amount of interest which the shipper would have to pay after date of unloading was so small an amount that there have been no complaints from the trade.

Another resolution in relation to the county experiment farms was passed. This question was taken up with the officials of the Department of Agriculture of the University of Illinois, and was very warmly approved by them. An increased appropriation was asked from the Assembly, which was not granted. This leaves the amount of appropriations for crop experiment the same as formerly, \$15,000 a year. There are at the present time twenty-seven soil investigation and crop experiment farms in the State, and the Illinois Grain Dealers' Association is represented by its secretary on the advisory committee for crops in the Agricultural Department of the University. The committee visits the crop experiment stations twice each year; and I cannot too strongly recommend the work, and urge upon the members that they use their influence to foster and support crop experiment throughout the State in every possible way, as it will positively result in increased yields of grain. The State statistics show that in six years since 1901, since crop experiment work was inaugurated in the state, the average yield of corn has increased from 31 to 36 bushels per acre. Dr. Hopkins, Chief of Agronomy of the University, will, I am sure, greatly interest the dealers as to crop experiment work in his address to be delivered Tuesday afternoon, the first day of the convention.

The Board of Directors, at a meeting held in Springfield last November, authorized the organization of a claims department, to collect claims from the railroads for members, and a committee was appointed to be known as the Claims Committee, who effected an arrangement with Mr. Wm. R. Bach of Bloomington, attorney-at-law, for the execution of the resolution. Since the 1st of February about a hundred claims have been filed, and many of them have been collected. The subject is a prominent one on the program, and will be discussed by Mr. Bach, Manager of the Claims Department.

An invitation was extended to the freight claim agents of different railroads of the State to attend this convention, but owing to the fact that the annual convention of the Freight Claim Agents' Association is held at the same time at Old Point Comfort, Virginia, but few of them will be present. However, it has been suggested by several of the F. C. A.s that a committee from the Grain Dealers' Association should be appointed to meet with a committee from the F. C. A. Association to discuss the question of claims, and I certainly urge upon the members that such action be taken.

A further resolution was adopted in relation to steel cars, a copy of which was transmitted to the presidents and general freight agent of the railroads doing business in the State of Illinois, and was courteously acknowledged, but so far no practical results have followed.

With the approval of the president a membership was taken by the Association in the National Industrial Traffic League, which organization has its headquarters at St. Louis and has to do with all matters relative to freight rates, demurrage and car service, and we believe that the support of this organization will be of benefit to the Illinois grain dealers. The dues are \$10 a year.

The arbitration department has worked most satisfactorily during the year. One hundred and sixty-nine cases have been filed, all of which have been adjusted but thirteen, and the record for the board of arbiters is still at par, from the fact that no firm has refused to abide by an award as rendered by the board.

The following is the financial statement for the year:

June 1st, 1908, balance on hand.....	\$1,435.62
Received from Membership dues.....	\$4,620.50
Received from Fees for New Members	195.00
Received from Fees for Arbitration	262.00
Received for Advertising in Directory	1,181.50
	6,259.00
	\$7,694.62
EXPENDITURES.	
Postage	\$ 255.98
Telephone, Telegraph and Express.....	100.54
Stenographers	416.42
Secretary's Traveling Expense.....	732.14
Supplies for office use.....	200.21
Dues paid to National Association.....	326.00
Rent of office.....	100.00
Secretary's Salary	2,200.00
Expense Local Associations.....	70.40
Refunded account arbitration.....	38.00
Paid for Printing.....	82.47
Expense 16th Annual Directory.....	694.39
Salary and Expense Asst. Sec'y....	462.10
5,952.14	
Balance on hand May 31st, 1909....	\$1,742.48

On motion the reports were received and placed on file.

FINANCE COMMITTEE'S REPORT.

The report of the finance committee, acting as an auditing committee, was then read as follows:

Having this day examined the books and accounts of S. W. Strong, Secretary; and H. I. Baldwin, Treasurer, of the Illinois Grain Dealers' Association, beg leave to report:

That the books of accounts of both officers are lucidly and plainly kept; that all receipts of monies paid to the secretary, were duly remitted to the treasurer, and his receipts therefor were duly produced by the secretary and examined and approved by us, your committee.

That we find that all monies are duly remitted to the treasurer; and that no money is drawn from the treasury, except by a written order, duly signed by the president, and countersigned by the secretary.

We approve of the methods of keeping the accounts of the Association.

We find that all payments made by the members to the secretary were duly credited to the payee; and that the identical check was forwarded to the treasurer, thus showing to the payee that his payment was duly paid into the treasury of the Association, which method we recommend be continued.

We find that the balance the 1st day of June, A. D. 1908, was \$1,435.62, and that after all receipts were credited, and all payments duly charged, that there remains in the treasurer's hands the sum of \$1,742.48.

On motion the report was accepted and placed on file.

The chair then appointed the following special committees:

Resolutions.—W. L. Shellabarger, Decatur; W. N. Eckhardt, Chicago; J. P. Shearer, Fairbury; R. C. Baldwin, Bloomington; Geo. C. Martin, Jr., St. Louis; L. L. Harrison, Dwight; Geo. Graham, Durand; T. E. Kelly, Mazon.

Nominations.—E. Roberts, Peoria; G. M. Banks, Irene; Mr. Sinclair, Ashland; C. P. Cummings, Springfield; Victor Dewain, Warrensburg.

Mr. Tyng reported the receipt of a wire from J. F. Courcier, secretary of the National Association, announcing that he had had an accident that had resulted in a sprained ankle, and that he would be unable to be present as he had agreed.

Mr. Shellabarger of Decatur suggested that the members are not all using the Association as fully as they might; and believed a weekly or fortnightly crop report by the secretary would be valuable and would be appreciated. The chair called on several gentlemen for their opinions, all of which were favorable. Mr. Roberts suggested that the reports would be the more valuable if those who send in to the secretary the data asked for by him would take pains to inform themselves fully before making replies—dealers, he said, are not always as well informed as they might be or ought to be for this purpose.

After some further discussion, on motion of Mr. Newell of Chicago, the secretary was instructed to prepare reports to be issued on the 1st and 15th of each month from now until and including Sept 1, from data to be furnished by the members of the Association.

Sec'y Strong requested that dealers return the data to be asked for on blanks to be supplied by him the same day as received, in order that there be no delay in issuing the report and that it be as comprehensive as possible.

ADDRESS ON MAINTAINING SOIL FERTILITY.

Dr. C. G. Hopkins of the University of Illinois then addressed the convention in an informal way on the subject of "Illinois soils and how their fertility may be maintained." Of this very informing address only the baldest outline can be given here. It was listened to with intense interest. The details were fascinating in the extreme—like the narrative of a new and unusual experience, although nearly all had, in fact, had some foretaste in current agricultural literature of the theme itself. No body of men in Illinois, said Prof. Hopkins, are more responsible for the spread of technical information of this kind than the grain dealers here assembled. You come into direct contact with the farmer, for you buy his crops, and it is to your interest to increase these to the uttermost that is profitable.

Now, in the first place, all our soils are declining in productive power, not only for wheat but for corn

also. We are now using up the richest lands, those which once were the swamps, and we are apparently maintaining the average yield; but the old lands are producing less grain than they did.

There are many sides to the question. There is the art of agriculture, the work of growing a crop; and there is the science of agriculture which formulates the principles. The art has ruined the lands—everywhere and always; that is the record of history—the farmer ruins the lands. Some countries buy our foodstuffs and feedstuffs and phosphates and keep up their fertility in that way; but the law is that the art of agriculture has everywhere and at all times ruined the land.

Look at Maryland and Virginia. There you will find the cheap lands of today—farms that used to be fertile but are now abandoned, selling at \$5 per acre, but worth but \$1 to \$3 per acre for farming purposes. There is Georgia also, larger than Illinois, with half as many acres to corn, but producing but 11 bushels to the acre. There is Rhode Island, one of the oldest of our States, but leading all the States in the average yield of corn per acre; but all of her corn acreage and that of Connecticut included could be compressed into half an Illinois township, and the big yields are made by the manures of her big cities. In New York there are also these wornout lands; but we have not thought of their condition as likely to obtain in Illinois. But they are found in Ohio and Indiana; and I bought a farm in Illinois for less money than it was sold for 25 years before. Even in Hardin County I have seen lands that are going to the bad. So we must try to avoid in Illinois what has happened in the East, and to do so there must be some thinking and giving of our thought to the farmers; and you, grain dealers, can do it.

In the process of increasing yields seed selection is important. The literature of your Association has done much in that direction. But does good seed leave the soil richer? No; it leaves it poorer. We must not for that reason discourage the use of good seed; rather, we must hunt for it and develop it; but good seed does not build up the soil; it depletes the soil in exact proportion as it results in larger yields.

So as agricultural art depletes the soil, science must build it up. The Experiment Station therefore began studying the effect of cultivation on corn, and found that the shallow method gave best results. The old method of large shovels and deep cultivation has therefore given way to shallow cultivation; and that has given 5 bushels more yield per acre. The station then carried this news to the cultivator manufacturers and they gave it to the farmers. Here again large yields mean poorer lands.

If we rotate our crops to kill the insects and eradicate plant diseases, we again get larger yields and also make the lands poorer. Indeed, if I were buying land and could do so, I would buy that on which there had been no rotation; because there would be some plant food left in it which had not been "rotated" out of it. Rotation adds nothing to the land.

The speaker then gave the yield records of 90 farms to show how by rotation the fertility had been depleted by the art of agriculture unassisted by science; and said this Association can hasten the applications of agricultural science by 25 years by co-operation with the scientists to inform the farmers; and he warned his hearers that if they did not do so, science may come to the farmers too late to be of any use to save our Illinois lands. We can tell the Virginians and Georgians what to do to restore the fertility of their lands, but they don't do it, partly because they won't go to the necessary expense and partly because they can't—the land now doesn't yield enough for the farmer to live and pay the cost of restoration also. If our Illinois lands ever get into that condition, we shall find the same trouble here that is found there in Georgia. It costs in time six to eight years and in money about \$20 per acre to restore worn-out lands before they will begin to pay interest on the investment of restoration.

On one of our 90 farms the Station put back into

the soil the plant food (nitrogen and phosphate) taken out; rotated the crops to plow in the clover or manure, and measured the yields for eight years, and found an increase in the yield of 14.7 bushels of wheat and of corn nearly 100 per cent as compared with untreated lands.

The most valuable piece of land in Illinois to Illinois people is a tract now in the campus of the University, where 30 years ago the late Prof. Morrow began experimenting to demonstrate that the "inexhaustible" lands of Illinois would wear out. Here is land that has had no treatment, except rotation, that is yielding only 27 bushels of corn and 46 of oats per acre, showing how well it holds up; but where in other parts of this same tract the clover has been turned under and phosphate applied, the yield runs up to 90 bushels of corn per acre; and 90 bushels is just good practical farming—all the land ought to be expected to yield. You can make it do better, but it is not profitable to force it to do more.

The speaker then referred to Table III in a circular by himself, published by the University of Illinois Agricultural Experiment Station as Circular No. 130 (April, 1909), showing the effect of experiments in Ohio on manures and phosphates, [the circular may be obtained on application to the Station], the pith of the matter being that land treated with stall manure and raw phosphate gave, as the general average of 62 tests, yields valued at \$51.86 per acre against \$31.19 for the same kind of lands without any treatment, and paid a profit of over 800 per cent on the money invested in phosphate, and left the land in better condition—this with corn at 35c a bushel, wheat at 70c and hay at \$6. And yet there are land owners who are buying more lands that will pay them only 4 to 8 per cent instead of putting phosphate on their old lands at a profit of 800 per cent.

The speaker then cited the experience at the Experiment farms at Galesburg, Myrtle, Rockford and elsewhere in this State where the lands had been treated in the method proposed with signal benefit in yields and condition, to-wit, plowing under the clover hay, all of it, or stall manure, and adding raw phosphate. The clover hay may be cut for seed, the seed thrashed out and all the straw returned to the land. One ton of clover hay is equal to four of stall manure plowed under, while two bushels of clover seed are worth as much as 40 bushels of oats.

As to the phosphates:—Steamed bone meal is good and in quantity per acre should equal the weight of phosphate taken out by 100 bushels of corn; then the land will not be impoverished. In money cost 600 pounds of raw phosphate are an equivalent and better; but manure and clover must be plowed under when it is used to furnish nitrogen to the soil; then you will have put back just what the crop takes out of the land. The phosphate can be put on when it is most convenient to do it. It is not a top-dressing, it is not soluble, but must be turned under with rotting organic matter like manure or clover hay.

As to lands now deficient, he said all our \$150 lands are so—the best of them have now not more than \$40 worth of phosphate in them. The low grounds are the best because they have not been cropped so long as the rest, and there has been some wash of phosphates from the higher lands to them.

Commercial fertilizers are never to be recommended. Prof. Morrow objected to their use 30 years ago. They cost much money and leave the lands in poorer condition. The Experiment Station recommends the natural materials—ground unburned limestone and raw phosphate and nitrogen taken from the air by clover. Georgia is a case in point. She buys tons of fertilizers but her lands are growing poorer year by year. For 80c one can buy 200 pounds of phosphate, the content of 100 bushels of corn; bone meal of same restorative value costs \$2.50; acid phosphate costs \$2.20, and commercial fertilizer \$8. Georgians use the \$8 stuff and so replace only a third of what they take out; the acid phosphate is half sulphuric acid and oil of vitriol—both useless.

Animals retain about one-fourth of the phosphates and one-fourth of the nitrogen they consume; so that the grain farmer depletes his land four times as fast as the stock farmer. The average stock farmer puts back only about 50 per cent of what he takes off the land. The dairy farmer does about the same. The "factory farmer" enriches his land because he buys corn and feed from other farms and so puts their fertility into his land. In fact, it is easier to maintain the fertility of the grain farm than it is the stock or dairy farm, because the live stock destroy humus. It is easy to put the straw back on the land after thrashing. Nothing should be burned—no straw or corn stalks, for that means a loss of a third of the nitrogen needed for the next crop. Clover is better than cowpeas to gather nitrogen; it can be sown with the wheat or oats and a season is gained; cowpeas are only profitable when the clover has failed, then a nitrogen crop can be gathered between frosts by cowpeas.

A good rotation is wheat, corn, oats and clover, with two seedings of clover (with the small grain); all the clover plowed in and half a ton of phosphate per acre added annually. That combination will give the maximum of yield and the land after 50 years will be as rich as at the beginning.

At the conclusion of Prof. Hopkins' address there were many questions, the answers to which are embodied in the above meager report of an admirable address; and when all was finished, on motion of G. L. Graham of St. Louis, the Association extended to the speaker a vote of thanks, which meant just what it purported to be.

The Association then adjourned until evening at 7:30 o'clock.

THE EVENING SESSION.

The session of Tuesday evening was announced on the program as a "Smoker," under which title several important subjects were given out for discussion. Dealers were slow in arrival at the hall, as usual, seemingly preferring the free-for-all discussions on the "curb" in the hotel lobby; but at nine o'clock President Wayne rapped for order with the hall well filled with grain men. Cigars were passed and the speeches were interspersed with vocal numbers given under the direction of C. S. Burdick, secretary of the Peoria Commercial Club.

C. A. Burks as the first speaker, discussed the subject, "Of Great Importance to the Country Grain Buyer—Perfect Friendship with Competitors." He said in substance that "to my mind harmony among shippers and track buyers and the grain trade journals is one of the most important words in the dictionary. If I were selecting a badge, or button, typical of the Illinois grain dealers it would certainly bear on its face the word 'Harmony.' The word means friendship, and how two or more grain men at a station can get along without harmony, or friendship, is a condition that I cannot understand. Once when I was in the grain business and was burned out, my competitor gave up to me one of his elevators and helped me in various ways, so that I learned he wasn't a very bad fellow; no one is entitled to all the grain. The other grain man has money invested, and like you is entitled to consideration and a share of the business at that station. The man who is unfriendly is depreciating the value of his own property, for he creates a feeling that the station is an undesirable one for any one to locate at. Harmony is the strength of all institutions, especially ours, and I believe this word should be our motto."

W. L. Shellabarger spoke upon the subject: "Are the Large Cars of Advantage to Shippers." He said: "You who recall the scarcity of cars during the fall and winter of 1906-07 would say that large cars are a benefit to shippers. At that time, if your competitor got the 80,000-lb. car he had the best of it on a short haul, but if the grain went a long distance the large cars were not an advantage. On the other hand, if the weather was unfavorable, and the roads blocked with traffic and the big cars were out 40 to 60 days and the consignee wired you that the grain was out of condition, then you probably cursed your luck that you had an 80,000-lb. car. The large car is not a good proposition, for after it has been in use for five or six years it is liable to bulge at

the grain door and leak at one end. The weight and the strain on the car make trouble generally. You may have a car that goes No. 4 because a small roof leak has occurred and damaged a small part of the grain. Again, in the germinating season you don't like to load a large car because if it is in transit very long it is pretty sure to arrive out of condition. Another objection to the large car is that by the time the car arrives in the East they have not storage capacity, perhaps. From my standpoint I believe it is a detriment to the railroads as well as the shippers to have large cars; cars should be more uniformly 60,000 pounds' capacity. The big cars look good under certain conditions, but I believe, year in and year out there is less trouble with smaller cars."

Geo. W. Cole of Bushnell opposed the free storage of farmers' grain in country elevators; for the reason that the farmer ought to store and cure in his own bins his own grain, and because country elevators are built for the purpose of handling grain in transit rather than for storage purposes, storage being an incident only and not the real purpose of the country elevator; and when used for storage it should be for the owner's grain only.

President Wayne added a word to that part of his annual address devoted to the steel car for grain. He thought the grain trade had suffered from leakage long enough and that the business is such that dealers have the moral right to demand—that's the word, if it is a strong one—better equipment; and that means the steel-lined car.

Mr. Williams of the I. C. road described a new grain door of his invention, made of No. 8 boiler steel and adapted for all kinds of cars and commodities.

"Tom" Abrams of Tuscola spoke briefly of "Good Manners among Country Grain Dealers." Mr. Abrams' address was a brief elaboration, along trade lines, of the old "Golden Rule," creditable alike to his heart and his head, since that kind of good manners, as he demonstrated, is good business also.

W. N. Eckhardt was asked to say something about "the call" at Chicago. He said that, "It is not up to Chicago to defend the call—we are satisfied with it—we think it all right." Apparently the others did also, for there was no criticism or further comment.

UNIFORM GRADES.

Mr. Brandeis of Louisville was "down on the bill" for a talk on "Uniform Grades," but in his absence Inspector E. H. Culver of Toledo was called on. He asked the Illinois Association to accept the Rules made at St. Louis in October last and promulgated by the National Association. They have been accepted by every market between the Alleghenies and the Rockies excepting Chicago, and the grain committee of the Board of Trade of that city has practically done so as well, the only item seriously objected to being the percentage of yellow permitted in white corn, which can easily be changed. Mr. Culver reminded the dealers that the "McCumber Bill" has again appeared (now S. 121), which contemplates National inspection in a most offensive form, with all controversies as to grades sent to Washington for adjustment. The Rules now before you are simple, comprehensive and practical; and I ask you to endorse them.

Mr. Tyng of Peoria moved that the Association endorse the Rules.

Mr. Eckhardt said the Chicago Board of Trade had approved the principle of the Rules (uniformity) and, with a few slight changes made, stood ready to approve the Rules themselves and to recommend them to the Illinois State Inspection Department.

Objection was made that the country dealer had had no part in the making of the Rules and did not understand them, but it was shown that the Illinois delegation at St. Louis had done most of the work of making the Rules to fit actual conditions existing in this State, and that copies of the Rules had been sent to every member of this Association for his information. It was also shown that it was not the receivers who had made the Rules, but the inspectors (Mr. Culver, in fact), and that they had been changed at the instance of the coun-

try dealers as represented by President Wayne and others. It appeared also that the directory of the Illinois Association had in December last endorsed the Rules as they now stand.

The motion of Mr. Tyng to approve was then put and carried unanimously.

After more music, closing with "Illinois," the session was adjourned.

FINAL SESSION—WEDNESDAY MORNING.

Wednesday morning's session was devoted mainly to claims from a legal standpoint. It opened late, and the address by Mr. Bach was prefaced, during a wait, by a personal announcement by G. W. Green, whose home will be soon at Decatur, a scale mechanical expert, now repairing and adjusting the scales of the National Elevator Co. He is ready to examine and repair scales at a moderate compensation.

THE LEGAL ASPECT OF CLAIMS.

Hon. Wm. R. Bach of Bloomington, Ill., attorney-at-law and manager of the Association's claims department, then addressed the Association on "The Right of Grain Shippers to Recover for Losses of Grain in Transit," etc. He spoke as follows:

Members of Illinois Grain Dealers' Association: Gentlemen—It is with pleasure that I appear before you on this occasion to discuss the subject assigned me by your committee.

We are all seekers after knowledge—you as to how best to conduct your business of buying and marketing the grain of Illinois; I as to how to learn the law and to apply that learning in relieving men of their troubles and in establishing their legal rights. It is, therefore, right that in furtherance of our aims you should annually gather together in convention to discuss common problems affecting your business and incidentally to listen to the law on some of the more aggravating business propositions that from time to time arise affecting your membership.

I take it that there is nothing mercenary in your organization, nothing that makes against the general welfare of our state or against the welfare of that great agricultural element in our population, through whose tireless efforts Illinois occupies the foremost rank in the production of the world's food stuffs, or against that other necessary element in our nation's existence, the common carrier.

In the prosecution of your business of buying and selling grain you are continually dealing with these two great factors in our commerce, viz., the farmer and the common carrier. With the farmer you have but little difficulty, and the simple principles of bargain and sale apply. With the latter more complicated questions are continually arising. So important and varied are these matters that many laws have been enacted defining and restricting the rights and powers of common carriers.

It will not be my purpose in this article to widen the already too wide chasm that separates the shipper and the carrier. Ever since there has been a commodity to transport and a carrier by which to transport it there has been a fruitful subject of discord and disagreement. Very often both shipper and carrier have been to blame for the unhappy conditions that have resulted therefrom. Let us ever bear in mind that without the farmer and the shipper of grain the carrier in agricultural states is deprived of the chief source of its earnings, and on the other hand, that the farmer and the shipper without a means of marketing their produce are helpless.

In dealing with this all important subject that so vitally affects the prosperity and well being of our whole country, if the shipper and the carrier will only practice the golden rule, all friction and trouble will be at an end. And this brings me to the first portion of my subject, viz., the necessity of care and accuracy on the part of the shipper to be honest with the carrier. By this I mean, when grain is about to be loaded into cars of a common carrier, common honesty to the carrier requires first, a thorough inspection of the car about to be loaded; second, it should be accurately known to the pound the amount of grain actually delivered into the carrier's possession. This requires honest weights and good scales, kept in accurate condition, carefully inspected from time to time. True it is that under the statute of the State of Illinois, it is provided in Section 118, Chap. 114, that "every railroad corporation, chartered by or organized under the laws of this state or doing business within the limits of the same, when desired by any person wishing to ship any grain over its road, shall receive and transport such grain in bulk, within a reasonable time, and load the same either upon its track, at its depot, or in any warehouse adjoining its track or side track, without distinction, discrimination or favor between one shipper and another, and without distinction or discrimination as to the manner in which such grain is offered to it for transportation, or as to the person, warehouse or place to whom or to which it may be consigned.

"(Weighing In—Receipt.) And at the time such grain is received by it for transportation, such corporation shall carefully and correctly weigh the same, and issue to the shipper thereof a receipt or bill of lading for such grain, in which shall be stated the true and correct weight.

"(Weighing Out—Shrinkage.) And such corporation shall weigh out and deliver to such shipper, his consignee or other person entitled to receive the same, at the place of delivery, the full amount of such grain, without any deduction for leakage,

shrinkage or other loss in quantity of the same. "(Damages.) In default of such delivery, the corporation so failing to deliver the full amount of such grain shall pay to the person entitled thereto the full market value of any such grain not delivered at the time and place when and where the same should have been delivered.

"(Evidence—Shortage.) If any such corporation shall, upon the receipt by it of any grain for transportation, neglect or refuse to weigh and receipt for the same, as aforesaid, the sworn statement of the shipper, or his agent having personal knowledge of the amount of grain so shipped, shall be taken as true, as to the amount so shipped; and in case of the neglect or refusal of any such corporation, upon the delivery by them of any grain, to weigh the same, as aforesaid, the sworn statement of the person to whom the same was delivered, or his agent having personal knowledge of the weight thereof, shall be taken as true, as to the amount delivered. And if, by such statements, it shall appear that such corporation has failed to deliver the amount so shown to be shipped, such corporation shall be liable for the shortage, and shall pay to the person entitled thereto the full market value of such shortage, at the time and place when and where the same should have been delivered.

"(119. Scales—Weighing—Penalties. 2.) At all stations or places from which the shipments of grain by the road of such corporation shall have amounted during the previous year to fifty thousand (50,000) bushels or more, such corporation shall, when required so to do by the persons who are the shippers of the major part of said fifty thousand bushels of grain, erect and keep in good condition for use, and use in weighing grain to be shipped over its road, true and correct scales, of proper structure and capacity for the weighing of grain by car load in their cars after the same shall have been loaded. Such corporation shall carefully and correctly weigh each car upon which grain shall be shipped from such place or station, both before and after the same is loaded and ascertain and receipt for the true amount of grain so shipped. If any such corporation shall neglect or refuse to erect and keep in use such scales when required to do so as aforesaid, or shall neglect or refuse to weigh in the manner aforesaid any grain shipped in bulk from any station or place, the sworn statement of the shipper, or his agent having personal knowledge of the amount of grain shipped, shall be taken as true as to the amount so shipped. In case any railroad corporation shall neglect or refuse to comply with any of the requirements of section first, second and fifth of this act, it shall, in addition to the penalties therein provided, forfeit and pay for every such offense and for each and every day such refusal or neglect is continued the sum of one hundred (\$100), to be recovered in an action of debt before any justice of the peace, in the name of the People of the State of Illinois, such penalty or forfeiture to be paid to the county in which the suit is brought, and shall also be required to pay all costs of prosecution, including such reasonable attorney's fees as may be assessed by the justice before whom the case may be tried." (As amended by act approved May 18, 1877. In force July 1, 1877. L. 1877, p. 168; Legal News Ed., p. 152).

Yet under the construction placed upon contracts between the shipper and the carrier on this matter in and by which lower rates of transportation are assured, it is absolutely essential that the shipper should know that his scales were correct, and that the cars contained the weight of grain contended for, before being able to collect his claim for loss in weight in shipment of grain.

Let me make a suggestion at this point which occurs to me as a help to the shipper in case it may become necessary to file a claim for loss in weight in the shipment of grain. It is this—at the time of loading every car load of grain that leaves your elevator, I would have you make a statement under oath of the foregoing facts, viz.:

Condition of car.

Condition of scales.

Weight of grain actually loaded into car.

Condition of grain loaded into car.

Condition of car at time of being sealed up by carrier and removed from your elevator.

Time of removal from your elevator.

This affidavit could be filed and be ready to attach to any claim on a moment's notice. Such evidence would be incontestable in court. It would be much stronger if it were corroborated. There are perhaps none of you who does not employ at least one competent person besides yourself in your business. It may be true that it is only seldom that loss occurs, yet the uncollected loss on one car will perhaps pay for the expense of preserving the evidence on all the cars you ship.

ON QUESTION OF DELAY IN SHIPMENT.

No doubt the carrier is liable for unreasonable delay in the shipment of grain. What such an unreasonable delay is that will hold the carrier responsible is a difficult question to determine. Every case of delayed shipment must rest on its own merits. No fixed rule can be advanced applicable to all cases. It has recently been held by our court that, "Mere delay in itself is not sufficient to create liability. To create liability the delay must result from some negligence or want of diligence on the part of the carrier. It must be an unreasonable delay under all the circumstances of the particular case."

It has been further held that the fact that considerably more time elapsed between the time of the receipt of the cars at point of shipment and their delivery at point of destination than was usually required to make such transfer is sufficient to place upon the carrier the burden of explaining the delay to the extent of showing that it did not occur from negligence or want of diligence on its part.

In explaining delays that are unusual it has been held to be the law that it can not be claimed by

the carrier that the delay arose through accident to the shipment, nor can it be shown that here was a congested condition of traffic causing the delay, it being the duty of the carrier to notify the shipper of conditions, although it has been held that unusual conditions produced by unusual influx of freight might in certain cases affect the result. Unreasonable delay being a relative term to be determined by the facts and conditions arising in the particular case, it is advisable in all claims for delayed shipments to ascertain if possible some act of negligence on the part of the carrier, causing the delay, or you must take the chance of the carrier proving a set of circumstances exonerating its delay. For the benefit of those representatives of the railroads who may be present, I might suggest that a very fair way to answer the shipper who files a claim for loss by reason of delay in shipment would be to put the shipper in full possession of the facts relative to the movement of the car in question, rather than to give him the usual reply, which is, "That the carrier is unwilling to admit that the time consumed is an unreasonable one." There should certainly be more frankness between the carrier, and the shipper on this point particularly, and our railroad friends will agree with me when I say that it is, to say the least, very unsatisfactory to make such a reply to claims for delay in shipment. If we can secure the better satisfaction to our claims for delay than the foregoing, I urge upon you the necessity of establishing precedents in our state on that question.

What has heretofore been said about care in loading and weighing grain about to be shipped applies also to the question of quality and condition of the grain loaded into the cars. This point should be added to the first above mentioned. Of course, it will be difficult for you to determine what your grain will grade upon inspection. Yet, I cannot see what should prevent a shipper, with years of experience, from accurately determining what the grade of his grain is. With proper qualifications as to his experience being shown to the court and jury, his evidence on that question would have as much weight as that of an official inspector. As I understand the matter, there are certain standards and certain rules which are followed in determining the grades of grain. It might be advisable and profitable for you to possess yourselves of these rules and standards so as to fully qualify yourselves as expert judges. Deterioration due to unusual and unreasonable delay happening to grain shipped by one who was qualified to testify on the subject could be easily recovered from the carrier.

If you have not already done so, I would suggest that you devote a portion of your time at each annual convention to inspection and grading of grain. No doubt, you have among your membership many men who are expert on this question, who would cheerfully give their time to giving instruction on the matter. One thing is certain, it is just as important to see and know what the quality and quantity of the grain is that is loaded into the car as it is to buy that grain or sell that grain. Many times the results of a good bargain are lost through the failure to observe proper precaution in loading and shipping.

APROPPOS THE BILL OF LADING.

We come now to the consideration of the effect of the conditions sought to be improved by the carrier in bills of lading issued to the shipper, and which conditions are attempts at limitations of the carrier's liability. We can discuss this only in a general manner, owing to the many decisions on the various points involved, and we will confine ourselves to the points above mentioned. The weight of authority in Illinois is as follows:

1st. That a shipper may expressly agree to the conditions imposed in the bill of lading, and that such an agreement is binding upon the parties with this exception, that the carrier cannot relieve itself of damage caused by the negligence or want of care of its servants.

2d. That the burden of proof rests upon the carrier to prove that the shipper expressly assented to the conditions in the bill of lading.

3d. That even though the bill of lading containing the conditions is signed by the shipper, such fact does not prevent the shipper from showing that he did not know the contents of the bill of lading and did not assent to its terms.

4th. That any attempt on the part of the carrier to relieve itself of its common law liability is in express contravention of the statute of the State of Illinois, and therefore void.

5th. That the interstate commerce act of the United States does not authorize the limitation by the carrier of its common law liability, and is in harmony with the statutes of the State of Illinois.

I quote from a very late case, but recently decided in our court, and which decision is not yet in print in our state reports:

"It will be observed that none of the restrictive provisions limiting the liability of appellant as a common carrier, which are contained in the written contract signed by appellee and incorporated in the schedule filed in pursuance to the Act to regulate commerce, are to be found in the Act itself."

In *C. M. & St. P. Ry. Co. v. Solan*, 169 U. S. 133, it was held that a state statute providing that no contract, receipt, rule or regulation shall exempt any corporation engaged in transporting persons or property by railway from liability of a common carrier or carrier of passengers, which would exist had no contract, receipt, rule or regulation been made or entered into, was not void as an attempt to regulate interstate commerce, as applied to a contract of interstate transportation whereby the carrier attempted to limit its liability for personal injuries resulting from the negligence of its servants to the sum of \$500, and the plaintiff was permitted to recover \$1,000 as damages for a personal injury, notwithstanding

ing a clause in the contract which limited the liability of the carrier to a sum not exceeding \$500.

In *Penn. R. R. Co. v. Hughes*, et al., 191 U. S. 477, the defendants in error brought suit in the court of common pleas of Philadelphia against plaintiff in error to recover damages for injuries to a horse shipped by defendant in error from Albany, New York, to Cynwyd, Pennsylvania. The contract of shipment embodied in the bill of lading issued by the initial carrier provided, among other things, that neither the initial carrier nor any connecting carrier should be liable in any event for any loss or damage beyond the valuation therein fixed, as follows: "If horses or mules—not exceeding \$100 each." The through rate of freight was collected by the agent of plaintiff in error at Cynwyd and was the reduced tariff rate usually charged on like shipments under bills of lading which contained the limited liability clause above recited. The horse was transported in safety to the end of the line of the initial carrier and delivered to plaintiff in error, as the connecting carrier, and injured while the car was standing on the track of plaintiff in error in Philadelphia. A trial by jury in the court of common pleas resulted in a verdict and judgment against plaintiff in error for \$10,000. There was no statute in Pennsylvania prohibiting common carriers from making a contract of shipment upon the basis of an agreed valuation for the purpose of establishing a rate, but the policy and law of Pennsylvania as declared by her courts of last resort did not permit such limitations on the liability of common carriers. The judgment of the state court was affirmed.

Referring to the several provisions of the act to regulate interstate commerce as bearing upon the question involved, the court said: "While under these provisions it may be said that Congress has made it obligatory to provide proper facilities for interstate carriage of freight, and has prevented carriers from obstructing continuous shipments on interstate lines, we look in vain for any regulation of the matter here in controversy. There is no sanction of agreements of this character limiting liability to stipulated valuations, and until Congress shall legislate upon it, is there any valid objection to the State enforcing its own regulations upon the subject, although it may to this extent indirectly affect interstate commerce contracts of carriage." "It is well settled that the State may make valid enactments in the exercise of its legislative power to promote the welfare and convenience of its citizens although in their operation they may have an effect upon interstate traffic."

The court further quoted approvingly from the opinion in *C. M. & St. P. R. Co. v. Solan*, supra, as follows: "A carrier exercising his calling within a particular state, although engaged in the business of interstate commerce, is answerable, according to the law of the state for acts of nonfeasance or of misfeasance committed within its limits. If he fails to deliver the goods to the proper consignee at the right time and place, or if any negligence in transportation he inflicts injury upon the person of a passenger brought from another state, the right of action for the consequent damage is given by the local law. It is equally within the power of the state to prescribe the safeguards and precautions unforeseen to be necessary and proper to prevent by anticipation those wrongs and injuries which, after they have been inflicted the state has the power to redress and to punish. The rules prescribed for the construction of railroads, and for their management and operation, designed to protect persons and property otherwise endangered by their use, are strictly within the scope of the local law. They are not, in themselves, regulations of interstate commerce, although they control, in some degree, the conduct and the liability of those engaged in such commerce. So long as Congress has not legislated upon the particular subject, they are rather to be regarded as legislation in aid of such commerce, and as a rightful exercise of the police power of the state to regulate the relative rights and duties of all persons and corporations within its limit." Continuing, it is said: "It is true that this language was used of a statute of Iowa enacting a rule of obligation for common carriers in that State. But the principle recognized is that, in the absence of Congressional legislation upon the subject, a State may require a common carrier, although in the execution of a contract for interstate carriage, to use great care and diligence in the carrying of passengers and transportation of goods, and to be liable for the whole loss resulting from negligence in the discharge of its duties. We can see no difference in the application of the principle based upon the manner in which the State required this degree of care and responsibility, whether enacted into a statute or resulting from the rules of law enforced in the state courts. The state has a right to promote the welfare and safety of those within its jurisdiction by requiring common carriers to be responsible to the full measure of the loss resulting from their negligence, a contract to the contrary notwithstanding. This requirement in the case just cited is held not to be an unlawful attempt to regulate interstate commerce, in the absence of Congressional action, providing a different measure of liability when contracts such as the one now before us are made in relation to interstate carriage. Its pertinence to the case under consideration renders further discussion unnecessary."

"Counsel for appellant insist that the doctrine announced in the *Solan* and *Hughes* cases, supra, is only applicable in cases where negligence is the gravamen of the action, but we are unable to appreciate any substantial reason for the distinction sought to be made. The language of the court in the *Solan* case, supra, heretofore quoted, as follows: 'A carrier exercising his calling within a particular state, is answerable according to the law of the state, for acts of nonfeasance or of misfeasance committed within its limits. If he fails to deliver goods to the proper consignee at the right time and place,

or if by negligence in transportation he inflicts injury upon the person of a passenger brought from another State, the right of action for the consequent damage is given by the local law," suggests that the doctrine announced is as applicable to cases involving the breach of a contract as it is to cases arising in tort.

"In the case at bar the alleged special contract was entered into in this State and the alleged breach of such contract whereby damages are alleged to have accrued to appellee occurred in this State. So long as the doctrine announced in *Wabash R. R. Co. v. Thomas*, supra, is adhered to it must be in the absence of proof that a shipper assented to the restrictive provisions of a shipping contract, that the common law liability of a common carrier is not limited and that a common carrier is bound by the terms of a special contract such as is here involved. In none of the leading cases cited do we find any authority for holding that a special contract of carriage, such as is here involved, is discriminatory and void within the meaning of the act regulating interstate commerce. If the nullification by a state statute or declared law of the provision of a shipping contract limiting the extent of the liability of a carrier for loss or damage, where such contract is based upon a lower schedule rate, does not operate to render such contract discriminatory, how can it be held that a provision in a special shipping contract requiring the shipment to be transported by a particular train or within a particular time operates to render such special contract discriminatory."

In conclusion, let me urge upon you the necessity of care in preparing your claims to be presented to the carrier. A little time and attention given to the matter in the first instance will save weeks of delay after the claim is in the hands of the carrier. For greater efficiency and expedience in the handling of claims you should place at the disposal of your claims committee sufficient funds to insure the enforcement of your legal rights against the carrier.

You have taken one step in organizing your claim department. Now take another step by giving it the power and funds to back up every legitimate claim that receives its sanction.

I am satisfied that there is too great delay in the handling of these claims by the carrier, and that delay must be intentional as we know your members constitute at least one-half of the grain shippers of Illinois; and we further know that one-half of our members are using the Association Claim Department to present their claims. We further know how many claims we have in the hands of the carriers. We are entitled to an explanation from the representatives of the various carriers present as to the reason for this delay. And unless satisfactory explanations are forthcoming, I urge upon you the necessity of bringing a few suits to let our friends know that the Illinois Grain Dealers' Association means business.

Mr. Bach was followed by a representative of the Illinois Central claims department, who undertook to present that side of the subject; but he ambled along around the edge of the subject so long that he really didn't get anywhere; except that he said his company is ready and willing to pay claims and that all claims should be filed promptly after loss is known and that all papers—weight certificates of both shipping and receiving stations and account of sales—should be filed at once. The department now has about 1,700 claims a month, and unless the documents are complete at once there is delay, even beyond what must occur in the course of so much business to adjust.

RESOLUTIONS.

The committee, by W. L. Shellabarger, chairman, then reported the following resolutions, which were adopted:

IN MEMORIAM.

Whereas, This Association has lost by death during the past year, J. N. Dunaway, Ottawa, of the Illinois Valley Grain Co.; Edward R. Ulrich, Springfield, of E. R. Ulrich & Sons; James Howard Smiley, Plainfield, of Kersten & Smiley; and William Moschel, Morton, of Roberts, Moschel & Moseman.

Resolved, That by the death of these, our brethren and members, this Association has suffered an irreparable loss. We deplore our loss; we sympathize with the bereaved families, and extend to them our heartfelt sympathy.

Resolved, That a copy of these resolutions be spread upon the records of the Association, and a copy forwarded to the family of each.

STEEL GRAIN CARS.

Whereas, The leaks of grain and other like commodities from the present type of cars and grain doors in common use for transportation of same means serious and continual losses to the owners and shippers and to the railroad companies; therefore, be it

Resolved, That we urgently recommend again to the railroad companies the building of cars of steel or with steel linings, and also the adoption of steel grain doors, the use of which we confidently believe will eliminate practically all the losses that now arise from the use of wooden cars and doors.

WEIGHING AT ST. LOUIS.

Whereas, The supervision of weighing at East St. Louis and St. Louis by the Merchants' Exchange is efficient and thoroughly satisfactory to the grain trade; and

Whereas, State weighing, both in Missouri and Illinois is incomplete and double weighing is unnecessary; therefore, be it

Resolved, That the Illinois Grain Dealers, in Convention assembled, do petition the Merchants' Exchange of St. Louis to take action toward eliminating the useless burden on the grain trade of double weighing charges.

Further, That a copy of this resolution be forwarded to the President and Board of Directors of the Merchants' Exchange of St. Louis.

RAILROAD EQUIPMENT.

Whereas, Attention has been directed to the large number of bad order cars on the side tracks of the various railroads, with apparently little effort to bring them into efficient service if needed;

Whereas, The present indications are for abundant crops and a large volume of business to be taken care of by the grain trade and railroad companies as soon as the new grain is ready for market. Therefore, be it

Resolved, That we respectfully direct the attention of the railroad companies to the fact that this is an opportune time to bring all cars and other equipment to the highest state of efficiency to promote the satisfactory movement of the crops. Be it further

Resolved, That a copy of these resolutions be forwarded to the officers of the several railroads.

NATIONAL COUNCIL OF COMMERCE.

Resolved, That the new board of directors be instructed to carefully consider the proposition of affiliating with the National Council of Commerce, and if in their judgment such affiliation would be of advantage to this Association, to take proper steps to become such member and that they may appoint a delegate to represent this Association.

OFFICIAL SAMPLE AT CHICAGO.

Whereas, The Illinois State Grain Inspection Department has so changed and improved the methods of inspection in Chicago that accuracy and uniformity is now the rule, thus bringing about a condition in the inspection of grain most satisfactory to all dealers shipping to Chicago; and

Whereas, The original sample of grain used by the Inspection Department in arriving at and determining the grade is the only proper and businesslike sample by which it should be offered for sale on the floor of the Board of Trade; and

Whereas, This opinion is endorsed unanimously by both the State Inspection Department and Grain Committee of the Board of Trade, also by a large proportion of the actual receivers and shippers of cash grain; therefore be it

Resolved, That the official sample by which the grain is first inspected, and the grade determined, is the only proper sample by which our grain should be sold.

NATIONAL HOTEL.

We, the Grain Dealers' Association of Illinois, at the Sixteenth Annual Convention in the City of Peoria, held in the National Hotel, in appreciation of the care, courtesy and attention rendered by the management of the National Hotel, hereby

Resolve, That we tender a vote of thanks to Mr. Dick Townsend, the proprietor, and the management and assistants of the hotel, for their uniform courtesy, attention and kindness to the delegates, visitors and ladies in attendance during the two days' convention; and we render them our sincere approbation and thanks for the many favors.

THE OFFICERS.

For the growth and great success achieved by the Illinois Grain Dealers' Association, its active participation and effective co-operation, and work in the important matters that have and will continue to materially affect the interests of all its members, the officers are entitled to more than the customary formal expressions of appreciation.

We desire, therefore, at this time to express in the vote of thanks the personal feeling of friendship and appreciation to E. M. Wayne, who has now completed his third term as President and has during that time demonstrated by earnest and efficient work his peculiar fitness to fulfill the duties of this important office.

To the balance of the officers and directors who have so ably and consistently seconded the efforts of the President, and especially to our Secretary, Mr. Strong, we feel special thanks should be extended for his earnest and efficient work in handling the details of this Association.

The final resolution, thanking the officers, was specially commented on by Capt. I. P. Rumsey, who then put the motion to adopt and requested that the members rise. The motion was carried unanimously.

CONSTITUTIONAL CHANGES.

Mr. Savage of the committee on constitution reported the following amendments and recommended their adoption:

We, the committee on Constitution and By-Laws, beg leave to make the following report:

First—That Article 13 be amended to read as follows:

"Provided that no member of this Association shall be required to arbitrate with a non-member in a case where the non-member refuses to arbitrate another case with a member."

Second—That Rule 1 of the Arbitration Rules be amended to read as follows:

"It shall be the duty of the Secretary to forward a copy of such decision to each litigant, and the Secretary shall return to the party winning, in any case of arbitration, the fees deposited by him in such case when the award of the Committee is fully complied with and closed."

Third—"RULE 5. In all cases submitted for arbi-

tration to the Board of Arbitrators of the Illinois Grain Dealers' Association, where the parties thereto so desire, the contract for the arbitration shall provide for an appeal to the Appeals Committee of this Association, or to the Committee of Arbitration of the Grain Dealers' National Association."

"ARTICLE 20. No member of this Association shall be permitted to resign from the Association when any charges against such firm are pending and undetermined, or when such member is delinquent in payment of dues."

The report was unanimously agreed to and the amendments were declared adopted.

ELECTION OF OFFICERS.

Mr. Roberts of the committee on nominations made a report recommending that the following be elected to the offices as named:

President, Geo. D. Montelius, Piper City.

Vice-President, H. A. Hillmer, Freeport.

Treasurer, H. I. Baldwin, Decatur.

Directors, Edwin Beggs, Ashland; A. G. Tyng, Peoria; M. Truby, Joliet; J. H. Graham, Durand.

Messrs. Montelius and Hillmer were then brought to the platform and introduced to the convention; after which brief induction into office the convention adjourned *sine die*.

AFFILIATION WITH THE NATIONAL.

At a meeting held at Peoria on June 16 by representatives of state associations the following resolutions were adopted:

Whereas, A letter was issued from the office of the Illinois Grain Dealers' Association, dated April 30th, 1909, addressed to the presidents and secretaries of State grain dealers' associations, inviting them to attend a conference to be held at this time and place, the object of which conference, as set forth in the letter, was, "The Advantages of Affiliation of State Grain Dealers' Associations with the Grain Dealers' National Associations;" and

Whereas, The present conference, representing State grain dealers' associations, firmly believes in the advantage by organized effort; and

Whereas, In view of the hostile feeling exhibited by certain elements of the people, as shown by the introduction into the Congress of the United States and the Legislature of several States of bills whose intent is inimical and injurious to the grain trade; and

Whereas, We, knowing and believing fully that such action is the work of the uninformed only; and

Whereas, We believe that the grain trade of the whole country is handled on lines of honesty, from the country grain shipper who receives the grain from the farmer; through the carriers who transport such product to the terminal markets; and through the hands of the receivers who forward it to the exporter of the Seaboard; and through the hands of the exporter who sends the surplus out of the country; and

Whereas, Our desire is to so organize our interests that a full knowledge of the grain business as handled at the present time may be given to the public wherever possible, and that the organized efforts of the grain trade may be at all times ready to repel its enemies wherever they may attack; therefore, be it

Resolved, By this conference of presidents and secretaries of State associations, that it is our aim and steadfast belief that only by strong organization may we be able to repel the attacks of those uninformed and misguided persons who for their own advancement pull down the fabric and system of handling grain which has taken forty years to build and than which there is no better nor more honestly conducted system in the country; and be it further

Resolved, That this conference advises, invites and urges that all State associations of grain dealers, boards of trade, and merchants' exchanges become directly connected, or affiliated, with the Grain Dealers' National Association, to the end that the grain trade may be protected from ill-advised or adverse legislation, State and National, which would tend to its injury; and be it further

Resolved, That this conference of State associations, Presidents and Secretaries pledge themselves to do all in their power to effect such organization.

PEORIA CONVENTION NOTES.

H. J. Hosenwinkle came up from the Memphis market.

Cincinnati sent A. C. Gale, W. R. McQuillan and F. E. Fleming.

T. J. Craig, of Carson, Craig & Co., represented the Detroit market.

Bert A. Boyd, E. D. Evans and State Secretary Dillon were visitors from Indianapolis.

The Peoria Board of Trade turned out en masse and contributed largely to the pleasure and comfort of the visitors.

Willard B. Smith exhibited a 700-bu. per hour Richardson Automatic Grain Scale in a room on the first floor of the hotel.

The convention ended with a boat ride on the steamer "David Swain," on the Illinois river. Nearly every one remained for the trip and the start was

[Report concluded on p. 666.]



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ADVERTISING.

This paper has a large circulation among the elevator men and grain dealers of the country, and is the best medium in the United States for reaching persons connected with this trade. Advertising rates made known upon application.

CORRESPONDENCE.

We solicit correspondence upon all topics of interest connected with the handling of grain or cognate subjects.

CHICAGO, JUNE 15, 1909.

Official Paper of the Illinois Grain Dealers' Association.

THE COMMISSION CHARGE.

The movement, which was first mentioned in this paper from St. Louis, to change the basis of the commission charge from a specific amount per bushel or car to a certain percentage of the value of the grain handled, has the sanction of practice in the produce trade, but it does not seem so easy or equitable of application to the grain business. Grain is rarely sold on commission by the growers; or, rather, to put it in another way, the shipper is seldom the grower, but only a handler on the basis of a pretty definite margin. The moment his consignee begins to charge him a "commission" based on the value of the grain, his buying margin must be materially increased in order to make up for the fluctuations that a value percentage would create. For this reason the value basis would never be found satisfactory to the trade, which has not only become accustomed to a definite sum as the commission expense and has adapted itself to that condition of things, but a change would create intense friction in the country between dealers and farmers, since the latter would be compelled to pay the increase and also the excess that the country dealer would be compelled to take to cover contingent fluctuations in the amount of his commission and expense when based on the price of grain after it comes into his hands. If commission charges are now unremunerative, let them be raised, but let the increase be a definite sum and not a contingent one or one that cannot be anticipated when the grain is bought from first hands.

The decision in the St. Louis Hay and Grain Company case will complicate the fight of the East on the \$2 reconsignment charge made by the Central Freight Association, since it

takes the charge entirely out of the jurisdiction of the Commerce Commission, being one outside the tariff "rate" and for a special service. It begins to look as if the best that can be hoped for is to have the charge made universal, so as to avoid discrimination between markets.

CAR SERVICE CODE.

In the "Transportation" department there are printed the rules of the "Car Service Code" prepared by a special committee from the National Association of Railway Commissioners and submitted for promulgation by the Commerce Commission, who on June 4 and 5 listened to arguments upon the Code by shippers and carriers. There were many objections, as will be seen by reference to the brief report of that hearing, found in the same place, in spite of the absurd statement of a Washington correspondent that, "Chairman Lane was apparently pleased with the way in which the rules had been generally accepted by both shippers and railroads—apparently there will not be need for much change in them as they stand."

One vital amendment at least is desired by all large shippers to adjust demurrage (see Rule 3) on the basis of the credit system, or "average plan of computing time"; for it is manifest that a free-time rule arbitrary in form cannot be adopted at all points or by all kinds of concerns. Other radical changes have been suggested by the National Independent Traffic League, among other organizations of shippers, whose committee has carefully gone over the Code.

However, the situation is this. The Code is now in the hands of the Commerce Commission, who invite documentary information with reference to the Code's provisions; and the reader, if he desires to do so, may file his objections to or his approval of the Code, with reasons therefore, with the Commission; but it should be done at once.

QUOTING RATES.

The Millers' National Federation Mass Convention at Chicago in May followed the lead of numerous other commercial bodies in deprecating by resolution, in most diplomatic language, any further legislative "attacks on the railways." To this policy all will agree in so far as future legislation may be strictly called "attacks." But that further railway legislation should now be abandoned would be as unwise as it is manifestly impossible; for the railway laws can never be satisfactory until the mutual rights of shippers and carriers are strictly defined.

Take the matter of rate quotations by railroad agents. As President Hughes said to the Texas dealers, "Laws are being sustained in all the courts, which provide that tariff rates under certain conditions must apply"; but "no railroad official high or low is liable for any loss sustained by you on account of his misquotation of rates on which you make sales, and cannot bind his company." He cites one case where a north Texas shipper wrote to Fort Worth for a rate and was referred to a tariff with eight supplements in effect, some of which were not on file in the office!

Such a condition, not uncommon, is intolerable.

It cannot permanently continue without upsetting business or bringing much loss to individuals. We are not advised as to whether the principle involved has ever been presented to the courts for adjudication; but since other principals are bound by the acts of their agents, it does not seem reasonable that the most important of all principals, the railroads, should be arbitrarily exempted from like responsibility. Some association ought to take up this matter and force a ruling by the Supreme Court on so important a question so that individual rights may be established.

A STARTLING DECISION.

A surprising decision was rendered by the Iowa Supreme Court on May 15 in the case of R. M. Funck vs. the Farmers' Elevator Company of Gowrie. Funck was the owner of one or more shares of the defendant company's stock, and had applied for an order of court to permit him to examine the company's books and to have his stock transferred to a purchaser. The trial court found he had not purchased the stock in good faith and wanted to examine the books only to pry into the company's business, and his petition was properly denied in that particular; but he was granted a mandatory order on the secretary of the company to transfer the stock to its purchaser. On appeal by the defendant company the Supreme Court went still further and denied relief in both particulars, except that it said Funck must sell his stock to the company at a price named by it!

The theory of the defense against Funck's petitions was that he was actuated by a bad motive—that he was the instrument by which "an organized system of boycott had been applied to the defendant company for several years by so-called regular dealers" in lumber, fuel and grain; therefore Funck was entitled to no consideration; and the Supreme Court justifies this preposterous attitude toward Funck by reference to certain hazardous testimony on the trial of the case, that he was a "meddler," and to various legal authorities more or less adapted by the court to fit this theory of the case, "but a single one of which," as the dissenting justices said, "lends any support to what is actually decided"; and even in that case (Forrest vs. Railway Co., 4 De Gex. F. & J. 126) the court said: "I have nothing to do with the motives of the plaintiffs suing in this court. If they come here in a *bona fide* character, the reason for their coming is a matter beyond the province of a court of justice to enquire into,"—a doctrine which of course upsets the entire theory of the defense in the case at bar.

Whatever may have been Funck's motive in getting into the Farmers' company as a shareholder, the court's determination to keep him there and yet to put his investment at the mercy of his enemies within the company, must occasion some surprise and alarm to holders of shares in Iowa joint stock companies. For this decision, should it stand, puts all these in a position to become victims of the malevolence or cupidity or caprice of the officers of stock companies that may desire for any reason to destroy the value of shares in the hands of certain persons by arbitrarily refusing to transfer them on the ground that the "motive" inspiring the

purchase and transfer is not a justifiable one in their opinion.

Judge Deemer, dissenting (McClain concurring), pointing out the dangerous tendency of the decision, says that the motive that inspires one to obtain stock or to desire its subsequent transfer can have no bearing on the right of transfer, and to hold that it would reduce all such suits to a mere wrangle and assuredly destroy the value of all stock company shares, which consists in their being marketable and passing freely from hand to hand. The courts have always treated the right of transfer as property; and to treat it differently now in an enlightened state like Iowa, will be a shock to all those who realize the nature of this attack on a peculiar class of property that has done so much to develop the vast wealth of our people.

"THREE OR BETTER."

Mr. Wayne gives the old "3 or better" habit a rap again, and makes a pointed suggestion thereabout (read it in his annual address), which, however, will not likely be acceded to by bidders, except under extreme pressure, for obvious reasons. When a man buys cream and milk together at the price of milk, he is not likely to consent to a skimming unless he has to do so. The Chicago "call" has forced uniformity and fairness in card bidding from this market; but that body can hardly be expected to deprive its members of a valuable privilege, the usufruct of which the country has generously yielded for so many years.

The remedy for the condition Mr. Wayne complains of is always in the shipper's own hands. When he has No. 2 he can consign it and sell it for what it is; when he has No. 3 he can sell it in the same way, or on a card bid, at his own option. No one compels him to sell or to deliver 2 for 3; he does it of his own motion; and because he does so, he is estopped from complaining.

All the same, it would be fair, and business-like, too, to have the card bids read for 3 and also for 2, with the option with the shipper to nominate the grade in his acceptance.

STORING GRAIN.

The only justification a country dealer can offer for storing a farmer's grain is that it gives him that much grain to handle. But as the courts have generously construed storing to be a sale to the elevator man of the grain in question, at a price to be named by the farmer at his option, and its sale by the elevator man while nominally in store as not to be a conversion of the grain, the delivery of the grain to the elevator to be stored means that the elevator man has contracted a "put" against which he must hedge or stand the chance of a loss when the farmer calls for his money. But under the law selling puts and calls is illegal. Being so, why is not this kind of "storing" operation illegal as a "put"? Is it a point or not?

However, no matter; getting hold of grain in that way can never be really desirable, because it is not quite of the order of "good business," and dealers know it. It is much better, as it is safer, to buy the grain outright—to refuse to store. That will make the farmer

responsible for the care and curing of his own grain and for his own carrying charges; and it relieves the elevator owner from all sense of obligation or uneasiness incidental to the possession (or non-possession) of grain not his own, however gently the law may actually handle him in case anything goes wrong, such as fire or pecuniary embarrassments.

WASTED NATURAL RESOURCES.

Dr. Hopkins, in a singularly startling way, brought home to the Illinois dealers one way in which the natural resources of this country are being depleted for the benefit of the present generation and other nations, to the eternal loss of posterity and our own country. Speaking of the supply of rock phosphate, so absolutely essential to the continued fertility of our soils and to the restoration of impoverished and worn-out lands, he said that our known supplies of that mineral, at the present rate of removal, would be exhausted in fifty years, as estimated by the Roosevelt Conservation Commission. But the present rate of consumption is likely to be vastly increased as soon as the farmers begin to read such lectures as that of Dr. Hopkins and realize their profound meaning. But that is not all of the trouble. The phosphate miners are shipping this product out of the country at the rate of a million tons annually. This phosphate is worth at present prices \$5,000,000, and its sale abroad is an total loss to our people forever. Moreover, this amount of phosphate put on Illinois soils would yield 600 million bushels of corn, worth, at 35 cents a bushel, \$210,000,000! Think of it!

UNIFORM INSPECTION.

Both Messrs. Culver of the Grain Inspectors' National Association and Courcier of the Grain Dealers' National Association have taken the opportunity offered by the assembling of the Millers' National Federation (employing millers) and the Fraternity of Operative Millers (the men who make the flour) to present the merits of the Grain Dealers' and Inspectors' Associations' Uniform Grade Rules. In both instances the Rules, and especially the principle behind them, met with hearty approval and endorsement by resolution. The Illinois Grain Dealers' Association also has specifically endorsed the same Rules.

Some of the great grain exchanges, however, notably Chicago, continue to let the matter drift. Not being in control of the inspection, this is but natural, perhaps; although the pressure of exchange opinion continuously directed in that direction, would doubtless move the State officials in the direction of the uniformity so much desired by the milling trade and Southern buyers of feeding grains. However, the objections of Chicago to the Rules are inconsequential, and the Board's approval of them in detail as in principle may be expected.

As to the uniform inspection of feed grains, the Southern States at least are working rapidly toward a solution of that problem on their own account through their pure feed and pure food laws; and in time the repeated seizures of sophisticated grain now quite frequent will

make hospital practices too expensive to be longer popular.

MISSOURI MODESTY.

The native modesty of the Missourian who pleads the necessity of being "shown" is a charming personal characteristic; but there are those who are finding out that it must not be presumed upon too far. So far as St. Louisians are concerned, the world has long since felt assured they need no "showing" either in business or in the ways of generous hospitality. The vast wealth of the city, its increasing influence in the business of the great Mississippi Valley, its militant energy and enterprise, are not the characteristics of a people who really want some one to "show me"; while the splendid entertainment to the exchanges of the West by the Merchants' Exchange on June 5, which moved through the day with the precision and accuracy of a trained force, and with the absence of all appearance of premeditation, is evidence that the "show me" call must come from the other side of the "bridge." Rivals in business, it was said by one of the speakers there, may still be friends. How truly this spirit prevails at St. Louis was so marked on that occasion at every turn, that the "shown" appreciate now, if they did not before, that out of social amenities such as these will come a solidarity of the trade as to common matters that will make for its broadest advance and highest good in many directions.

"IMPURE OATS."

It is rather remarkable that barley-burdened oats have all of a sudden become dangerous feed for horseflesh. Barley and oats mixtures have been sold for years, yet no one ever heard of their being dangerous; nor did veterinarians, until now, ever complain, as New York veterinarians are now said to complain, that these mixtures are "responsible for the large number of horses that have died recently," as reported in a telegram of June 11. Under the circumstances, it is queer that the *Pittsburg Grain and Hay Reporter* should say, as late as June 8, that in that market, "Barley-mixed oats still have the call on account of their low cost." The *Reporter* says "the mixing process has been abused to some extent and buyers are getting to be discriminating," but the editor has apparently heard nothing of the desperate mortality of horses in New York due to these mixtures, which in Pittsburg sell at only about 3c under No. 2 white.

Now, of course, misbranding cannot be excused, for the mixtures should be sold on their merits; but this wholesale condemnation of barley-burdened oats at this time can hardly be justified by any actual danger in the mixtures themselves, which, until the South recently began to make a fuss about them, were always considered 'not undesirable goods—at their price.

An Illinois player of the bucket-shop is reported to have been milked four times, the last time for \$9,000, against \$7,000 at the other three sittings. If he were a fan the umpire would have to drive him off the plate with a club.

EDITORIAL MENTION

Remember that the Indiana and Ohio meetings come along in a few days—Indiana on June 23 and Ohio on June 24 and 25. Good meetings, both of them.

Mr. Wayne estimates that the "3 or better" habit has cost Western grain dealers many millions of dollars, all of which (he did not say) might have been saved to dealers and farmers if the dealers had not cultivated what is really the very bad business habit of letting other people do one's hard business thinking and pocketing the profit of it.

The Texas Association has "swapped horses." Mr. Dorsey, for years the secretary, having been made president, while Mr. Gibbs, once the president, has been made secretary. Mr. Dorsey, having gone into business with his son, desired greater command of his time, but will give to the association as president the benefit of his ripe experience in the past, while Mr. Gibbs, one of the old-time working members, is one of the most capable men in the association.

The Illinois Association has never indulged in "executive" sessions, and in that respect is a model to other associations that ought to "cut them out." They are useless, and not being understood by the people who hear of them, they create a wrong impression, which is always a bad one. Should there ever be "executive" matters to be attended to, which is doubtful, let the directory look after them; but all conventions and general meetings should be open to all the world.

The Southwestern Associations that deplore the absence of uniformity of practice in the grain trade and express a longing for better things, should remember that they have for several years kept themselves aloof from the National Association, the only body in the country that can give the trade any assurance that trade customs and methods can be reduced to uniformity. Let the Southwest return to its allegiance to the National and join with that body in bringing about the conditions the trade desires; that will be a better way than "deploring" a condition that no one association, "flocking by itself," like Dundreary's "bird of a feather," can hope to change.

In the St. Louis Hay and Grain Company case, a suit for a refund of reconsignment charges paid, the U. S. Supreme Court holds that the Commerce Commission has no power to fix such rates, thus overruling all the lower courts. The charges involved in the case at bar the Commission said were too high; but the Supreme Court holds that reconsignment charges are not to be regarded as an integral part of the rate, but merely as an incident to transportation, an additional service not contemplated by the rate and not in reality the duty of a railroad to grant as a common carrier. The decision will force a remodelling of the rulings of the Commission upon many things which that body has regarded as part of the

rate, but which the court now indicates are not part of the rate.

New history was made at Buffalo on June 6 when two canal boats arrived there from New York loaded with 16,000 bushels of winter wheat consigned to Buffalo millers. One Buffalo miller is said to have recollected one such shipment before, but the event stated is generally regarded as unique and interpreted as the shadow of a coming event.

After all, is it not anomalous, to say the least, that the onus of preventing the distribution of impure seed should rest entirely upon the dealer? In the matter of field seeds the dealer is rarely the producer, but handles seeds delivered to him by the farmers. He must clean them; and, as is now the case in Wisconsin, he must clean them to the degree that there shall be no excess of one foul seed to the thousand of pure seeds; yet the farmer is under no legal obligation to live up to any standard whatever. If the object of the pure seed laws is to prevent farms from becoming "peppered with weeds," why should not the law at least divide the responsibility for impurities with the farmer and so encourage the production of pure seeds by making the farmer in part liable for not cleaning his own seed?

The lining of cars with cloth or paper made for that purpose will assuredly greatly reduce, if not entirely stop, all ordinary leaks of grain. Shippers from the terminal markets to other terminals use the liners whenever necessary, and leaks of grain between terminals are comparatively rare. Now, if a "big dealer," shipping out of his houses to a customer in the East or to the seaboard, can afford to cooper and line his cars, surely the country shipper, who can far less afford to suffer the loss by leakage, could well afford to expend say \$1.50 for material and 50 cents more for labor in lining his cars in the same way. Yet, as a matter of fact, very few country shippers do line their cars, in spite of the simplicity and cheapness of the process, which is surprising, considering the effectiveness of the lining and the way the country shipper kicks about leaks.

It would be premature, of course, to say that the end of American grain exports is at hand. One swallow does not make a summer, nor do two or three successive deficient crops indicate that the period of exact balance of local supply and demand of wheat is at hand; but there is this to say, that the interest of the milling industry, which in about 150 days is able to grind the largest crop of wheat the Nation is ever likely to produce, will sooner or later make it apparent to the country that the export trade in wheat is ruinous to a vast manufacturing industry and to agriculture as well, by robbing the land of the milling offals which should be returned to it to maintain its fertility. It is reasonable to believe, therefore, that the pressure of the milling industry on Washington will be such in the future that the Secretary of Agriculture, instead of bending his energies to standardize grain and improve the inspection for the benefit of the grain export trade, will lend his influence and direct his efforts to med-

dle with the inspection in such a way as to further the home conversion of all our grain into food products in order to export our surplus in that form rather than as raw materials.

Zahm & Co.'s Red Letter reminds its readers that, "It takes money nowadays to handle cash No. 2 Red wheat; yesterday we paid a draft of \$1,980 on a car of about 1,450 bushels." And then it goes on to suggest that, "Shippers should keep their eyes open for heated or mow-burnt wheat. Much of it in a car of nice wheat would probably prevent it from grading No. 2 Red, and the discount in all markets on wheat mixed with heated or mow-burnt kernels is very heavy, and it would mean a big loss if the wheat didn't grade, and that is why we urge shippers to look out for it." The advice is good in the broadest sense. Grain is now so valuable that one can't afford to take any chances in buying; no one can afford to pay any more than he knows the stuff is worth on its grade.

Frank D. Hinkley, former grain inspector of the Milwaukee Chamber of Commerce, has never been friendly to the theory of uniform grain inspection. The inspectors as a body think it is, but Mr. Hinkley still thinks that it is not, possible "to establish any grade for grains uniform over the country," because "grains from different states are different in quality; and one year South Dakota grain may be just the thing wanted, while the next season weather conditions may have been different, and the grain is another quality." This is interesting, even if as an abstract proposition it is now more or less obsolete; but Mr. Hinkley certainly does violence to our set opinions when he declares that, "the trouble with the millers is that they know what they would like to have, but as a rule are not well enough informed to make a satisfactory selection from the material on hand." If millers don't know the value of grain, who, then, does—Mr. Hinkley, of course, excepted?

The fire problem is certainly one of the great concerns of the American public. To stop this enormous waste should excite the thought of all who contemplate seriously the great tax levied by fire on the wealth of the Nation; for of course all sane thinkers appreciate what this loss to the Nation at large means indirectly to individuals not the immediate sufferers. In May alone no less than \$17,360,400 worth of property was destroyed by fire in this country, and \$89,367,100 for the first five months of 1909, or at the rate of \$215,000,000 for the year. Of grain elevators, no less than eleven worth in excess of \$10,000 each, were burned in May, one loss, the Port Costa docks, reaching a million of dollars. The cost of replacing these conveniences of the trade must, in the last analysis, be paid by the people, producers and consumers, while the materials used must also be diverted from other building, so that every such loss means, as it now happens in this country, greater scarcity of lumber and its enhanced cost to all. Such movements, therefore, as that inaugurated by our grain dealers' and millers' mutual fire insurance companies, looking to greater precautions by private inspections against the burning of risks and that of the

National Fire Protection Association, and the study by architects and engineers of new and cheaper materials and methods of fire-proof construction, ought to awaken, as they doubtless have, the keen interest of the public.

When one contemplates the sight afforded the excursionists on the S.S. *Alton* from St. Louis on June 5, guests of the Merchants' Exchange, of the rapidity with which the railways are becoming possessed of the water front privileges in all our river cities like St. Louis, East St. Louis, Alton,—types of what is going on everywhere along our waterways—one may well ask, suppose the rivers were improved and deepened, how could the people find means to use them, seeing that the railroads practically now control all the landing places?

The Illinois dealers' convention, reported in full in this issue, held for the purpose beyond the regular date of publication, was one of the best for several years in point of attendance and up to the best standards of excellence in other respects. Association meetings are very properly getting to be social events more and more, with business as incidental thereto, rather than the reverse, as was formerly the rule. The real work is and must be done by the directory, with deliberation and in concert with other bodies, while the annual meetings contribute to the good-fellowship side of the work, which makes for that harmony and mutual co-operation which is nowadays so essential to the universal well-being in all lines of business. This meeting was peculiarly a social one, with just enough work in convention to add zest to the occasion, since all play is quite as irksome as all work and no play; and, as a consequence, the spirit of good will, liberal treatment of competitors, and the feeling of mutual regard between shippers and carriers in this state was materially strengthened and broadened.

"Claims" is getting to be as certain a topic when several grain men are gathered together as "crops." But in all the discussion this fact is beginning to crop out: that not all shippers are reasonable or systematic about making claims. Sometimes the amounts are really too small to be seriously considered; but most of all is condemned the carelessness with which claims are put in. One claim agent said at Peoria he had seen claims filed that were based on losses suffered as long as six years before the claim appeared on file in his office. Most of this sort are of course afterthoughts and mere statements, and are accompanied by no corroborative documents. This leads naturally to the question, what is the best way to file a claim? Attorney Bach, in his paper to the Illinois Association, gives some valuable suggestions that are quite in line with claim agents' requests, to-wit: That the claims be made for recent losses and be accompanied by proper affidavits of weights at loading and unloading points and a true copy of the account of sale of the grain in leaky cars to establish the value of the grain lost. These are simple matters, but they are so very simple that only a systematic man will have the gumption to pay due regard to them.

GOODFELLOWSHIP MEETING.

One of the most delightful trade gatherings ever held in the West was the "goodfellowship meeting" of members of the Western grain exchanges at St. Louis on June 5. The invitation came from the St. Louis Merchants' Exchange to members of the exchanges of Chicago, Minneapolis, Duluth, Kansas City, Omaha, St. Joseph, Lincoln, Peoria and Atchison to meet at St. Louis and "get acquainted." There was no "program;" there was no business to be transacted; and if any one suspected there was any business behind it all, save that of meeting with contemporaries in the trade and shaking their hands and exchanging felicitations, he was quickly undeceived.

Most of the Merchants' Exchange guests arrived at the terminal station in the morning, when they were met by a reception committee, composed of Edward E. Scharff, president of the Exchange, Gov. D. R. Francis, Charles E. Sparks, E. L. Waggoner, B. H. Lang, W. K. Stanard, Samuel Plant, C. L. Wright, F. C. Orthwein, Chris. Bernet, William H. Danforth, V. M. Jones, Edward Devoy, J. B. Taylor, H. H. Langenberg, J. M. Fuller, F. W. Seele, W. T. Hill, T. B. Morton, S. A. Whitehead, Peyton T. Carr, Thomas L. Martin, N. L. Moffitt, J. W. Cohn, R. P. Annan, W. E. Knapp, Martin J. Mullally, Otto L. Teichmann, Ben P. Cornell, Robert W. Pommer, Allen Baker, George C. Martin, Jr., M. W. Cochrane, Henry Greve, E. M. Flesh, H. B. Spencer, Thomas H. Francis, Dewey Hickey, Robert McCulloch, Gilbert Sears, J. L. Messmore, C. F. Beardsley, P. H. Litchfield, Oscar Lamy, James A. Connor, W. F. Chamberlain, J. D. Parrett, S. P. Jordan and F. L. Wallace. Having been duly badged as guests, the guests were taken to the dining room of the Terminal Hotel where breakfast was served; after which all proceeded by a special line of parlor trolley cars to the Merchants' Exchange trading room, where everybody met everybody else and was glad of it.

There were some attempts to trade by St. Louis men but it was all perfunctory, and had no life; for the market was practically deserted for the apparently more attractive order of the day. There was no speaking "on the bill," but Gov. Francis was there, and was prevailed on to say a word. Introduced by M. W. Cochrane, he congratulated himself on being able to meet so representative a body of men, whom he reminded that they must work together for the conservation of their own interests, which are in some respects the target of adverse criticism and legislation. He spoke of the grain trade of St. Louis and the changes of its currents of movement in his time, and then referred to the growing importance of the waterways of the country and their improvement as regulating factors of the transportation system of the nation. He saw also some diminution in the grain trade of St. Louis, strictly speaking, in the future, from natural causes, and he had himself anticipated that inevitable change in the market by taking on new and allied lines of business. All markets will find their trade diverted into new channels, he said, as the years go by, because the ways of business change.

He closed by extending a hearty welcome to all, and by expressing the belief that this "concert of the exchanges of the West" would have a most happy influence in cementing the natural bonds of unity between them and bring them into still closer fellowship and harmony.

It was nearly noon by this time; and the guests for the moment followed their own devices, except that all were "put under bond" to reassemble again at 1:30 p. m. At that hour a band of music occupied the official rostrum for the time being, and shortly after 1:30 headed the march of both hosts and guests to the wharf at the foot of Vine Street, where all went on board the good Steamer *Alton* for a river trip. The boat was headed up-stream; and with glorious weather overhead and a delicious summer breeze blowing over the river, the afternoon on the broad Mississippi was a memorable event.

This part of the entertainment program was in charge of C. F. Sparks, chairman; E. L. Waggoner, secretary; Edward M. Flesh, Henry Greve, M. W. Cochrane, F. W. Seele, B. H. Lang, W. A. Gardner

and P. H. Litchfield. There was music, both vocal and instrumental, and refreshments; and when the boat landed at the Illini Yacht Club House on the Island above Alton, there was a brief entertainment there that enabled many to get their land-legs again before returning to the city.

Immediately on arriving at St. Louis, about 7:30, the guests were escorted to the Mercantile Club where, as soon as they had refreshed the outer man, a banquet was served, the guests being seated in groups at small tables. The full capacity of the dining room was called for, about 375 gentlemen being served on this occasion. The menu was as follows:

Consomme en Tasse	Manhattan
Olives	Radishes
Fried Soft Shell Crabs,	Salted Peanuts
Saratoga Potatoes	Sauce Tartare
Cigarettes	
Broiled Spring Chicken	on Toast
New Potatoes	Risssolee
	Green Peas
	Mercantile Club Sauterne
Lettuce and Field Salad	
Strawberries and Ice Cream	
Assorted Cakes	
Brie and Neuchatel Cheese	
Toasted Wafers	
Apollinaris	Demi Tasse
Cigars	

During the intervals of the courses toasts were proposed and drunk—to "Our Guests," by President Scharff; to "Our Hosts," by H. A. Rumsey of Chicago. Songs composed for the occasion, copies of which had been supplied, were sung; and as the society reporter of Bird Center would put it, "a good time was had by all."

When the cigars came on and the incense thereof began to rise, Pres. Scharff rapped for order and again welcomed the guests to the city, and extended the "hand of good fellowship." Business rivals, he said, may still be friends. He referred briefly to the usefulness to the world's business of the exchanges and regretted the disposition of legislators to meddle with their functions. He believed, however, the most of this has gone by; for the farmers, whose prejudices legislators seek to cater to, are becoming educated and are listening less and less to demagogues. He reminded the strangers that in September of this year St. Louis will celebrate the centennial of the city's incorporation, and extended a hearty welcome to all to join with St. Louis in commemorating this notable event. He closed by introducing John L. Messmore to act as toastmaster, in which capacity the latter is certainly a "past master."

B. H. Lang of St. Louis was introduced as the "Honest man of the Grain Dealers' Club," who told how that little *imperium in imperio* had revolutionized the grain weighing business of St. Louis.

J. C. Murray, of Chicago, the champion of the "predigested breakfast food," replied most pleasantly in behalf of Chicago; and expressed the hope that this was but the beginning of a series of good-fellowship meetings that would bring them all nearer together and into closer ties of friendship and esteem.

Other speakers of the evening were F. G. Crowell, president of the Kansas City Board of Trade; Geo. S. Johns, editor of the St. Louis Post-Dispatch; W. T. Cornelison, president of the Peoria Board of Trade; and E. S. Woodworth former president of the Minneapolis Chamber of Commerce. Music by the St. Louis Millers' Club Quartette, which had varied the program, closed the entertainment of a day that was absolutely perfect in every respect; and demonstrated the preeminence of St. Louis as master of the arts of hospitality.

Consul-General Louis H. Ayne of Lisbon, Portugal, under date of June 3, wires that the "Portuguese government authorizes the importation of eight million kilos wheat up to July 10, 12 noon."

Reports from the prominent wheat growing districts of the Pacific Northwest indicate that the recent rains have largely improved conditions, and an excellent wheat crop is looked for. Whitman county, Washington, alone reports unfavorable conditions due to continued cold weather, retarding the grain to such an extent that the wild mustard has obtained a start over the wheat.

TRADE NOTES

The S. Howes Company, Silver Creek, N. Y., are now represented in Minneapolis by E. A. Pynch, with offices at 500 Corn Exchange.

W. G. Clark, who represents the Prinz & Rau Manufacturing Company of Milwaukee, Wis., in Chicago, has established offices at 701 Fisher Building.

The Williams Patent Crusher and Pulverizer Company of St. Louis, Mo., have issued an introductory catalogue showing some materials on which, and the countries and states where, their machines are now in daily operation. A copy of this book may be had free of charge.

The Brampton Farmers' Elevator Company was recently organized at Brampton, N. D., with J. C. Albro as president and Geo. H. Riffin, secretary. They have contracted with Moulton & Evans of Minneapolis for a 30,000-bushel elevator and feed mill to cost about \$7,000.

Contracts have been awarded to the Day Company of Minneapolis for the installation of Day Dust Collecting Systems in the plants of the Western Canada Flour Mills Company, Ltd., at Winnipeg, Man., and Goderich, Ont., and also in the new elevator of the Grand Trunk Pacific road at Tiffin, Ont.

The Minneapolis Steel and Machinery Company has secured an order for a 125-horsepower Muenzel producer gas engine and gas producer plant from the Sisseton Mill and Light Company, Sisseton, S. D. This engine will run both the flour mill and electric light plant and will be in service twenty-four hours a day.

C. O. Bartlett & Snow Company, Cleveland, Ohio, have just issued Catalog No. 30, which is devoted to illustrations of plants in which their equipment has been installed. The book contains 128 pages and exhibits pictures of some of the largest industrial plants in the country, showing the variety and scope of the machinery made by this company. A copy of the catalog may be had for the asking.

The Reliance Construction Company, Indianapolis, Ind., report sales of Reliance Dump Controllers to the following: Bucklen & Taber, Marble Rock, Iowa; Chalmers & Woldridge, Washington, Iowa; Carban, Thos & Co., West Point, Ill.; K. A. Harper, Patomac, Ill.; Kansas Grain Company, Lewis, Kan.; Earle Grain Co., Amarillo, Texas; E. C. Sumner, Cutmer, Ill.; Sturgeon & Co., Belpre, Kan.; Wheatland Elevator Company, Victoria, Kan. The P. H. Pelky Construction Company of Wichita, Kan., have placed eleven Reliance Dump Controllers in the buildings they have constructed this year.

The Sidney Elevator Manufacturing Company, Sidney, Ohio, are meeting with great success in the introduction of their wheat and clover seed scourer and cleaner. This machine is extremely compact, being about 5½ feet high and about 2 feet 2 inches square at the base. It is fed by any ordinary spout leading from any bin and creates its own constant blast of air, all dust being blown out of the building. Only one-half horsepower is required to drive the machine, which has a capacity of 50 bushels of clover seed or 75 bushels of wheat per hour. It will condition musty wheat and separate screenings from dust.

"The Proper Care of Belts," is a new booklet of 24 pages, recently gotten up by the Joseph Dixon Crucible Company, Jersey City, N. J. It is divided into three sections, headed respectively:—Belts; Belt Dressings; and Hints, Kinks, Tables. The first section deals with the running condition of belts; the second takes up treatment with various preparations; and the third, as the title indicates, has some general points upon belting and its use. This last section contains a considerable amount of interesting and valuable matter collected from many authoritative sources. It tells what results were secured in a plant where records were kept over a period of years; gives the economical speeds at which leather belts should be run; has some matter telling of the different styles of joints, illustrating three methods of leather lacing; contains rules for

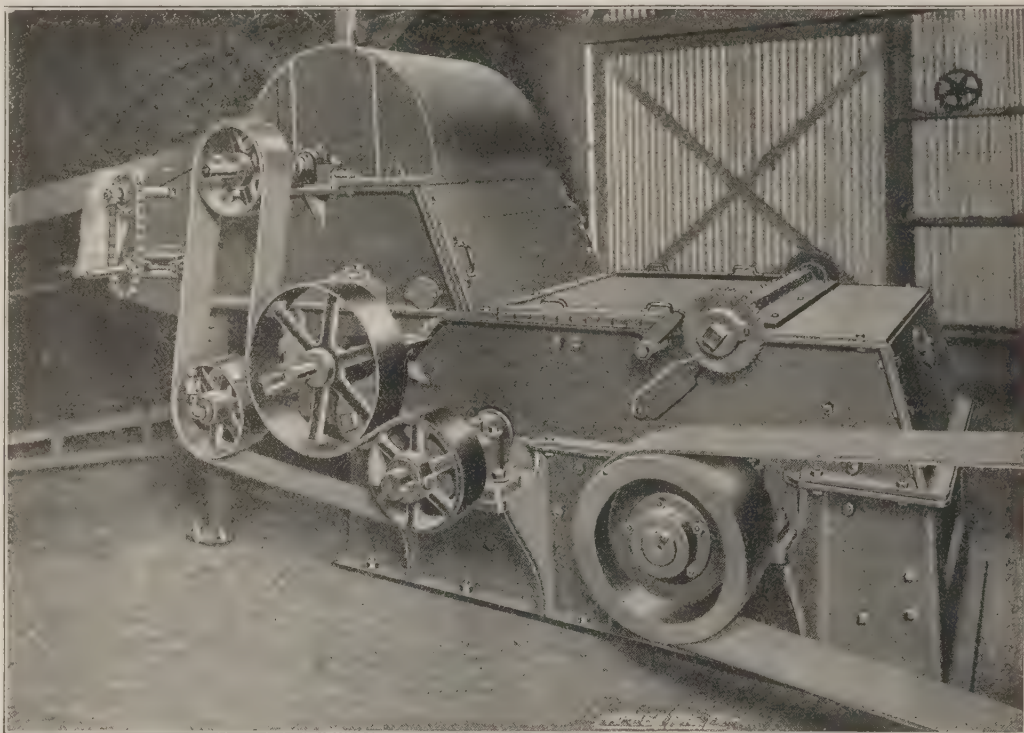
calculating speed of pulleys; gives horse power transmitted by various sizes of single and double belts, etc. Any one who has any amount of belting under his care should have a copy of this booklet. While it is gotten out in the interests of the Traction and Solid Belt Dressings that the Dixon Company place on the market, it contains so much matter of general interest as to be valuable to the practical man. Those desiring a copy of this booklet may secure same by writing direct to the home office of the Joseph Dixon Crucible Company, at Jersey City, and mentioning this publication.

As an indication of the general business revival it is worthy of mention that the business of the Fcos Gas Engine Co., of Springfield, Ohio, during May was larger by considerable than that of the same month of any previous year. The month of April showed the largest business ever done by the company in a single month, and the first five months of the present year show a greater business than has ever been done by the company in the same period. They are adding to their facilities, anti-

THE "GLUTTON."

Every parent will vouch for the fact that the newborn to the family immediately becomes the center of attraction, to a greater or lesser degree, and usually is the admiration of its own family circle as well as of the neighbors and others who may be interested in its welfare and future usefulness. The youngster is shown to all who come, and not much time is lost in having its picture taken and sent to friends far and wide. Somewhat in like manner we welcome, in this issue, the advent of a sturdy youngster, which, while more than a day, week or month old, has but recently had its picture taken. This is herewith presented to the public as a splendid likeness of "young Mr. Glutton"—a glutton in fact as well as in name, who has already given a good account of himself in the alfalfa milling industry and is ready to demonstrate his usefulness and ability to the most exacting as being the peer of all predecessors in the production of alfalfa meal.

The "Glutton" is an alfalfa mill, that has just



THE GLUTTON ALFALFA MILL.

patting a still larger increase in business. This plant is being worked to its fullest capacity 14 hours per day. The latest Fcos catalog is number K.

MORE GRAIN CONFISCATIONS.

The State Pure Food Commission of Texas on May 11 last seized six cars of wheat at Fort Worth under the provisions of the pure food act of the State. The Commissioner claimed that bad wheat had been mixed with good and all sold as of the better quality.

On May 19 the U. S. District Attorney began a libel action against "One Car of Wheat" that had been seized under the National pure food act upon information given by the State Pure Food Commissioner. It was alleged in this action that the car seized contained 40 per cent hard wheat, when it was billed at No. 2 red wheat, No. 2 red wheat being worth about 6c more per bushel than hard wheat. The wheat had been shipped from Kansas City.

Another seizure of "impure oats" is reported from Florida, where 769 sacks of oats from Philadelphia were libeled on May 31 at the instance of the U. S. pure food agents, the answer to the libel being returnable on June 15.

Governor Stubbs of Kansas has recently appointed as members of the Kansas Grain Grading Commission ex-Governor G. W. Glick, of Atchison; Thomas Page, of Topeka, and J. G. Maxwell, of McPherson.

been placed on the market by the Great Western Manufacturing Company of Leavenworth, Kans. While new to the general market, is not so young after all, a number of these machines having been in commission and thoroughly tried for several months—the original one since last July; and all are giving excellent accounts of themselves, even exceeding all expectations, more particularly in the matter of maximum capacity and minimum power required, as also in the excellence of meal product, which facts convinced the Great Western Manufacturing Company that the "Glutton Mill" was a good thing to add to its line of high class milling machinery.

The alfalfa milling industry is virtually in its infancy yet, but it is rapidly growing into widespread notice on account of the food value of the disintegrated product from alfalfa hay which, strange to say, has developed chiefly from the demand of Eastern and Southern markets for this valuable meal food, and is just beginning to cause the feed dealers in States and adjacent markets where alfalfa is grown, "to sit up and take notice."

To return to the "Glutton Alfalfa Mill," however, it is claimed to be in a class head and shoulders above anything else in its line, one of its principal features being a gradual reduction and the taking away of the product as fast as made. As a necessary result of this gradual reduction, the power to accomplish the reduction is very materially lessened; and disposing of the meal as made gives the

highest possible grade of meal with the least possible dust production; therefore, there is less loss also from waste in the unnecessary wearing of the finer, or leafy portion of the hay, while reducing the tough and stemmy part. The machine is not a grinder at all. There is no approach to attrition, but rather it is a tearing and shredding process. There is no attempt at cutting with parts that get dull and require sharpening or result in reduction of capacity. On the other hand, the Glutton parts revolve at differential speeds, without contact of parts, that would even astonish a flour miller.

The mode of forcing the product through a screen, or perforated metal plates, seems to be the universally accepted method in grinding alfalfa, but in the Glutton there are some very distinctive features: (1) As compared with other alfalfa grinders, the alfalfa, before arriving at the screen, with the Glutton method has been very materially shredded and torn, and consequently on arrival at the screen its first treatment is mild, disposing of the easily reduced product. (2) By carrying along the tough and stemmy portion by a method peculiar to itself and discharging it to another process where "severe punishment" against the screen really takes place. (3) As the mass on entering between the screens, or process and cylinder, is constantly diminishing. (4) As the portion not passing the screen in the first action is the tougher element, the speed with which it is thrown is made more abrupt on the second or finishing action. The Glutton has more square inches of screen, or bolting, surface also than any other alfalfa mill, and is the only mill in which the bolting action is increased in severity as the unbolted portion diminishes and necessarily becomes tougher and harder to bolt.

The entire product of meal passing the screens is blended in the base of the machine, and taken away by air.

The proportion of power to capacity is nominal as compared with other mills.

The reported acquisition of the C. & O. R. R. by the Edwin Hawley interests is expected to resurrect Newport News as an out-port for grain.

H. C. Thompson has sued the Farmers' Co-operative Elevator Co. for \$300 commission for negotiating the organization and purchase of the elevator buildings at Belmond, Iowa.

The stockholders of the Berne Grain & Hay Co., Berne, Ind., have elected D. C. Sprunger and Eli A. Luginbill directors. The stock is now held largely by farmers and business men of Berne.

Alberta and British Columbia are to be erected into a new inspection district, with a grain inspector and survey board located in Calgary. Manitoba and Saskatchewan will constitute another inspection district, and both districts will be under the supervision of David Horne, Winnipeg, as chief inspector. In future all grain inspected in Alberta and British Columbia will carry inspection certificates of the Alberta district. This means that in future the identity of Alberta grain will be preserved, which will be of great benefit to the farmers of this province.

RECEIPTS OF WHEAT AT PRIMARY MARKETS.

Receipts of wheat at winter and spring grain markets for 49 weeks, since June, with comparisons, in bushels, compiled by the Cincinnati Price Current:

	1908-9	1907-8
St. Louis	17,924,000	18,313,000
Toledo	3,886,000	4,768,000
Detroit	2,095,000	1,332,000
Kansas City	38,008,000	31,944,000
Winter wheat	61,213,000	56,357,000
Chicago	21,470,000	23,146,000
Milwaukee	9,095,000	9,011,000
Minneapolis	80,870,000	69,004,000
Duluth	51,509,000	43,730,000
Spring wheat	162,944,000	144,891,000
Aggregate 49 weeks	224,157,000	201,248,000

Total receipts of winter and spring wheat at primary markets 49 weeks since June, 1908, with comparisons:

	Winter.	Spring.	Total.
1908-09	61,213,000	162,944,000	224,157,000
1907-08	56,357,000	144,891,000	201,248,000
1906-07	63,030,000	173,109,000	236,139,000
1905-06	66,027,000	181,487,000	247,514,000
1904-05	59,618,000	142,495,000	202,113,000

RECEIPTS AND SHIPMENTS.

Following are the receipts and shipments of grain, etc., at leading receiving and shipping points in the United States for the month of May, 1909:

BALTIMORE—Reported by H. A. Wroth, Secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Flour, barrels	125,706	169,467	71,588	86,758
Wheat, bushels	102,850	433,421	4,491	370,000
Corn, bushels	178,050	100,843	66,903	195,696
Oats, bushels	237,733	246,474	90	182
Rye, bushels	10,488	29,000		25,714
Barley, bushels	1,241	1,098		
Hay, tons	4,408	4,548	1,296	1,401

BOSTON—Reported by Daniel D. Morss, secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Flour, barrels	98,583	154,274	28,074	70,576
Wheat, bushels	671,324	1,081,123	615,826	771,854
Corn, bushels	86,315	153,406	137,143	81,039
Oats, bushels	352,621	262,108	5,660	140
Rye, bushels	740	1,030		
Barley, bushels	73,471	2,656	77,033	24,409
Flaxseed, bushels	3,230	4,735		
Milfeed, tons	3,031	1,390	32	10
Corn Meal, barrels	4,500	2,635	920	2,257
Oat Meal, barrels	4,859	7,530	4,630	6,328
Oat Meal, sacks	8,945	8,625	6,015	3,800
Hay, tons	8,820	11,200	189	298

BUFFALO—Reported by N. R. Thurstone, Acting Secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	4,851,632	6,980,626	338,812	944,458
Corn, bushels	1,463,819	2,160,165	112,476	179,000
Oats, bushels	2,493,247	2,273,563	602,017	496,544
Rye, bushels	1,434,634	577,000	299,549	
Barley, bushels	10,000			
Other Grass Seed, lbs.	8,100	22,700		
Flax Seed, bushels	333,948	1,066,500		
Flour, barrels	836,309	987,983		

CHICAGO—Reported by George F. Stone, secretary of the Board of Trade.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	1,395,200	1,046,560	1,793,576	2,320,207
Corn, bushels	5,970,150	6,191,396	4,258,848	7,163,037
Oats, bushels	7,284,750	8,295,858	6,775,166	9,531,634
Barley, bushels	1,507,500	1,156,549	604,168	457,744
Rye, bushels	32,000	84,000	118,619	59,345
Timothy Seed, lbs.	2,736,556	1,361,192	720,810	1,463,235
Clover Seed, lbs.	207,102	49,763	137,170	111,831
Other Grass Seeds, lbs.	1,714,272	635,424	2,282,501	1,930,718
Flax Seed, bushels	131,000	112,333	1,031	35,630
Broom Corn, lbs.	436,125	1,227,795	559,174	712,628
Hay, tons	17,056	22,653	845	1,451
Flour, barrels	558,262	641,497	525,144	689,322

CINCINNATI—Reported by C. B. Murray, Supt. of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	293,710	165,582	206,632	156,768
Corn, bushels	572,334	500,570	274,000	297,006
Oats, bushels	340,198	408,972	280,926	316,100
Barley, bushels	22,000	40,000	1,136	152
Rye, bushels	22,000	20,574	9,714	13,270
Malt, bushels	115,572	142,680	31,346	55,360
Timothy Seed, bags	348	368	4,753	2,333
Clover Seed, bags	937	150	3,620	1,724
Other Grass Seed, bags	5,049	3,429	7,951	5,907
Hay, tons	14,515	12,296	10,946	9,738
Flour, bbls.	95,987	91,345	42,710	58,516

CLEVELAND—Reported by M. A. Havens, secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	28,789	90,879	19,119	26,338
Corn, bushels	344,074	127,993	51,229	54,126
Oats, bushels	603,737	448,406	110,126	118,579
Barley, bushels	18,600	15,331	1,071	
Rye, bushels		731	1,071	
Flax Seed, bushels	26	10,995	105,000	
Hay, tons	6,290	4,361	482	425
Flour, barrels	47,900	69,240	7,140	21,730

DULUTH—Reported by Chas. F. MacDonald, secretary of the Board of Trade.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	305,460	863,736	5,222,373	5,521,009
Corn, bushels			254,972	
Oats, bushels	157,152	38,289	1,069,750	855,783
Barley, bushels	151,054	15,351	651,708	209,014
Rye, bushels	347	570	17,306	9,334
Flax Seed, bushels	56,634	74,815	539,912	1,808,069
Flour, barrels	551,535	455,205	629,230	475,055

GALVESTON—Reported by C. McD. Robinson, Secretary of the Cotton Exchange and Board of Trade.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels			0	48,000
Corn, bushels				0

MILWAUKEE—Reported by H. A. Plumb, secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	352,700	719,000	104,030	490,160
Corn, bushels	271,700	91,000	534,150	157,750
Oats, bushels	380,500	598,400	244,802	583,399
Barley, bushels	263,900	856,500	238,985	676,854
Rye, bushels	45,000	72,000	38,444	45,831
Timothy Seed, lbs.	1,061,635	409,185	16,540	271,340
Clover Seed, lbs.	224,005	59,650	450,825	181,010
Hay, tons	1,680	2,952	52	132
Flour, bbls.	192,850	246,225	172,242	339,549

MINNEAPOLIS—Reported by E. S. Hughes, Asst. Secretary of the Chamber of Commerce.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	4,214,800	4,194,050	1,726,130	1,130,820
Corn, bushels	403,240	257,640	148,610	68,110
Oats, bushels	618,860	715,670	1,329,800	1,932,360
Barley, bushels	577,520	254,430	456,860	511,370
Rye, bushels	79,690	71,630	35,940	55,090
Flax Seed, bushels	46,180	577,080	35,750	131,020
Hay, tons	2,140	2,300	150	440
Flour, bbls.	25,058	14,489	1,180,332	1,158,292

MONTREAL, QUEBEC—Reported by George Hadrill, secretary of the Board of Trade.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	4,587,572	4,936,424	2,034,832	2,694,986
Corn, bushels	291,066	204,806	105,442	55,056
Oats, bushels	628,748	128,016	105,245	49,925
Barley, bushels	148,005	163,268	19,308	152,760
Rye, bushels	6,900			
Flax Seed, bushels	149,967	159,755	1,400	113,483
Flour, bbls.	146,199	99,982	77,612	78,187

NEW ORLEANS—Reported by H. S. Herring, secretary of the Board of Trade.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	43,000		10,100	2,675
Corn, bushels	186,000	260,000	88,230	38,146
Oats, bushels	190,000	300,000	5,676	3,590
Hay, tons	1,770		29	
Flour, bbls.	52,350	138,341	20,715	96,762

NEW YORK—Reported by H. Heinzer, statistician of the Produce Exchange.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	1,306,800	2,446,200	951,229	1,402,305
Corn, bushels	150,000	589,700	90,681	267,748
Oats, bushels	1,978,080	2,102,000	19,960	36,085
Barley, bushels	82,875	120,000	9,402	0
Rye, bushels	10,350	13,650	25,633	17,514
Timothy Seed, bags			390	546
Clover Seed, bags	1,659	842	1,240	316
Other Grass Seeds, bags				
Flax Seed, bushels	85,100	100,000		
Hay, tons	26,270	30,642	3,523	11,978
Flour, bbls.	468,289	626,523	178,828	220,240

OMAHA—Reported by F. P. Manchester, secretary of the Grain Exchange.

Articles	Receipts		Shipments	
	1909	1908	1909	1908
Wheat, bushels	123,600	877,200	195,000	673,000
Corn, bushels	1,945,900	1,765,500	1,782,000	1,508,000
Oats, bushels	872,000	593,600	906,000	532,000
Barley, bushels	32,000	6,000	72,000	1,000
Rye, bushels	1,000	1,000	4,000	12,000

PEORIA—Reported by John R. Lofgren, secretary of the Board of Trade.

Wheat, bushels	34,000	64,000	7,000	37,000
Corn, bushels	1,142,291	1,053,800	872,299	1,392,260
Oats, bushels	652,500	706,500	1,213,536	1,111,500
Barley, bushels	156,000	101,100	176,251	60,000
Rye, bushels	10,000	13,000	4,000	6,000
Milfeed, tons	1,137	1,140	3,342	3,342
Spirits and Liquors, bbls.	8,569	7,257	38,000	38,460
Syrups and Glucose, bbls.	4,475	3,900	2,813	2,837
Seeds, lbs.	30,000			30,000
Broom Corn, lbs.	30,000		15,000	109,600
Hay, tons	2,041	1,520		1,800
Flour, tons	143,200	80,520	133,069	74,180

FIELD SEED SECTION

THE TOLEDO FAIR.

The contract for the new grain show building at the Country Fair grounds at Toledo, O., has been let. It will be a concrete structure, 80x186 feet in size. This fair will be held on September 13-18; and is this year to embody the new features of a grain exhibition with accompanying school of instruction.

The grain prizes will be given for Soft Red wheat, three classes; Corn, four classes; Rye, Oats, three classes; and four classes of special premiums given by grain dealers and millers for these same grains.

There will be no entrance fees; but all grain exhibited becomes the property of the Lucas County Fair Association, to be sold by auction on the last day of the fair. Entry blanks can be had of L. E. Clark, Secretary, Toledo, O.

SOME CLOVER ITEMS.

Indiana is the largest clover seed producer. Occasionally it falls a neck behind Ohio. The acreage for the crop harvested in 1908 was very large and the total crop of the State regarded as one of the largest they ever raised. The official report of the Bureau of Statistics made the 1908 crop of clover seed there only 105,000 bushels, the smallest of any recent year, and the 1907 crop 267,000 bushels. We suggested to the new chief of the Bureau of Statistics that there must be a mistake. He went over the returns and found them compiled correctly, but confessed that the figures might be wrong, as they were gathered before the crop was threshed. He will have corrected figures later. We will bet a red apple that the final figures will be over 500,000 bushels. They had 1,364,000 bushels in 1903, which was their largest crop. Their 1897 crop was 810,000 bushels.—C. A. King & Co.

Michigan's clover crop in 1908 was the largest in several years. This spring more than the average amount has been sown.

THE CORN SHOWS.

Kearney, Neb., is to have a corn show this fall for Buffalo and adjacent counties. Lectures on the seed question will be given during the progress of the show.

W. C. Gilbreath, Commissioner of Agriculture and Labor of North Dakota, is planning an extensive exhibit of North Dakota grains and grasses at the National Corn Exposition in Omaha, Dec. 6 to 18.

The National Corn Exposition catalogue for this year's show will prepare a premium list to meet the needs of each individual State, and a wider range of grains and grasses will be covered than was taken into consideration last year.

The New England Corn Show will be held in 1910, and 200 or more Maine farmers have already "entered the lists" as competitors for the prizes.

The entire amount of money needed to finance the Iowa Corn Show to be held at Des Moines on November 28-December 11, has been subscribed.

The guarantee fund needed for the National Corn Show at Omaha next fall is \$40,000.

TO DETECT SWEET CLOVER IN ALFALFA SEED.

BY PHILIP K. BLINN.

The detection of sweet clover in alfalfa seed, is very important to the man buying seed; doubtless many are not aware that it is comparatively easy to detect it, if one is familiar with a few very characteristic points.

To examine seed successfully one needs a small lens, magnifying five to ten times, to determine the form of the seeds.

Alfalfa seeds are produced in spiral pods. Normally the seeds are "bean," or "kidney" shaped, and the scar of attachment is usually near the center of the seed. The over-crowding in the alfalfa pods causes irregularly shaped seeds, so little dependence can be placed on the shape of the seeds of alfalfa; but the seeds of sweet clover are very regular in form as the seeds are produced singly in little pods. The scar of attachment on the sweet clover seed is near one end and the seed is nearly oval in form, and quite regular, never in shape like alfalfa seed.

By spreading a sample of seed thinly on a sheet of paper, any seeds suspected of being sweet clover can be separated with the aid of the lens; and then, by chewing them fine, their taste will determine their identity without a doubt. Alfalfa seed has a distinct beany flavor, while sweet clover will taste like the sweet clover plant smells, strongly vernal.

The form of the seed, and the taste, are the characteristic points to determine the identity of the seed; and with a little practice, especially if one can compare the two, there will be no mistake in determination.

ALFALFA IN COLORADO.

The Colorado Experiment Station has been testing alfalfa seeds, but at present has none to give out. The station reports, however, that the varieties that have given the best results in nearly all the tests have been the northern grown types. Some of the Turkestan strains, the Grimm alfalfa and the varieties that have been introduced under the name of Sand Lucerne, are the most hardy and vigorous types. The Arabian variety has not been hardy, even in southern Colorado, and the same has been found to be true of all the seed from the hot countries. Nearly all our native alfalfa, especially that from California and the Southwestern states, has reached us by what might be called the southern route; i. e., it was brought over by the Spaniards into South America, then across into Chile, and thence north into the Southern and Southwestern part of the United States. While it has been a great acquisition to our western agriculture it has lacked hardiness to some extent, and this probably accounts for the extravagant recommendation for planting twenty to thirty pounds of seed per acre. A pound of alfalfa seed contains about 325,000 seeds, and ten pounds of seed per acre would give fifty or more seeds to a square foot of ground. If the seed is vigorous and hardy and the conditions favorable, ten pounds of seed should insure a stand of from three to five good stools per foot, which is sufficient.

GROWING ALFALFA SEED.

The growing of alfalfa seed offers great opportunities to the farmer on dry lands, because the fact has been well demonstrated that alfalfa yields seed best when the plant makes a slow, dwarfed growth, when it really lacks for moisture, but has enough to set and fill the seed, says P. K. Blinn of the Colorado Agricultural College. Seed grown under dry conditions has more vigor and vitality than seed produced with an excess of moisture, and it is usually free from dodder and other noxious weeds, if the field has had any cultural care. There is a demand for dry land alfalfa seed that far exceeds the supply.

In establishing alfalfa for seed production, under dry conditions, it is recommended to sow in rows eighteen or twenty inches apart, with two to three pounds of good seed per acre. A thin, uniform stand is absolutely necessary, even to thinning, as in beet culture; but the stand can usually be regulated by the amount of seed sown. It has been found that plants twenty inches apart will support each other and not lodge or tie on the ground, as in thicker or thinner stands. With a good stooling variety, like the Turkestan, plants six to twelve inches apart in the row are thick enough. If all the seed would germinate, one pound per acre would be ample, but it is difficult to sow a small quantity uniformly in the row; and for seed production, it might pay to space and thin the plants.

The row system is essential, as it permits intertillage to eradicate weeds, and to conserve the moisture, and it allows deep cultivation also to absorb winter storms, affording an opportunity to furrow out the rows and to direct or divert any surface water that may or may not be needed. It is the only system that will allow the tillage that is so essential to all dry farming.

The four-row beet cultivator, with its weeding knives and other attachments, is an ideal tool for cultivating the crop. A four-row drill adapted to

sowing alfalfa seed is needed to complete the equipment, but the ordinary beet drill, with the addition of an alfalfa or grass seeder attachment, can be modified to suit the work.

The seed should be sown shallow, not over an inch deep, and good results have been secured with the common garden drill by marking out the ground with the rows gauged in sets of four, to correspond to the four-row cultivator.

Where there is an opportunity to use irrigation or flood water, the field should be ditched in every other row, and the furrows "logged out" with a sled made of short logs, 8 to 10 inches in diameter, and from 3 to 4 feet long, spaced to fit two furrows, so that the water may be run through as quickly as possible, for the alfalfa crop for seed will need as little water as can be applied. A short rush of water after a sudden shower can be delivered over considerable ground if the field is properly ditched.

RESULTS OF TEN YEARS OF CORN BREEDING.

In bulletin 128 of the Illinois Experiment Station, L. H. Smith presents results of ten years' continuous work in breeding corn. With reference to protein these results show that starting with a single variety it has been possible in 10 generations to increase the protein content from 10.92 per cent to 14.26 per cent, a gain of 3.34 per cent, while by breeding in the opposite direction it has been possible to reduce the protein content from 10.92 to 8.64 per cent, or a reduction of 2.28 per cent, making a total difference between the two strains of 5.62 per cent. It is further shown that the oil content has been increased from 4.70 per cent to 7.30 per cent of oil in one strain, while another strain bred for low oil has decreased from 4.70 to 2.66 per cent, the difference between the two strains in 1906 being 4.71 per cent.

High protein and low protein seed were planted together on one plat and high oil and low oil seed on another. These plats were continued for three years, and the results secured did not indicate that the soil influences the protein or the oil content.

A study of the secondary effects produced by selection to change the composition of the grain indicated that the change in the composition of the grain has produced no very marked effect upon the composition of other parts of the corn plant. Continued selection has apparently induced a certain correlation between protein and oil content and has resulted in characteristic types of kernel and perceptible modifications in the type of ear. High protein is considered as evidently accompanied by a reduction in yield. It was also found that climatic conditions exert in certain years a marked effect upon the composition of the corn crop as regards its protein, oil, and starch content.

TO GET GOOD SEED WHEAT.

To produce the best seed, the wheat should be well graded and only the heaviest and plumpest kernels sown, says Prof. A. M. Ten Eyck. The seed grain should be graded and fanned to remove weed seeds, if for no other reason. Again, it is usually necessary to fan grain simply to remove dirt, chaff and pieces of stems that would greatly interfere with the uniform distribution of the seed in planting. Also, the inferior plant produced from inferior seeds may act as weeds, especially in dry seasons or on land low in fertility, actually taking the moisture and the plant food from the larger and better developed plants, thus reducing the yield and injuring the quality of the grain produced.

Harvest the wheat when it is just fully matured. Immature seed is apt to be shrunken and deficient in vitality. On the other hand, as soon as the wheat is overripe it begins to deteriorate in quality and may lose some of its vitality. Do not allow seed wheat to become damaged by rain. Shock well immediately and thresh from the field as soon as the grain is dry, or put the wheat into stacks or barns for protection. Perhaps more wheat is injured in quality after harvest by unfavorable weather and from carelessness in handling than from any other source. The stacks should be well built to protect from the rain, and after the wheat is put into the stock or barn it should be left for several weeks until after it has passed through the sweat before it

is threshed. Whether to cap shocks or to leave them uncapped is the question. Unless wheat is well set up and carefully capped the caps are apt to blow off and the shocks are then more exposed than if the bundles were originally set in open shocks. I prefer, however, to carefully shock and cap rather than to set in long shocks or round shocks without caps. It may be necessary to go over the field occasionally after a wind in order to replace caps that have blown off. Do not make the shocks too large. Ten or twelve bundles set up with a single cap carefully broken and spread is better than a large shock with two or three caps.

If wheat farmers will practice the plan of growing and saving seed wheat as suggested above, the average yield of wheat may be increased several bushels per acre and the quality and purity of the grain may be improved.

The Santa Fe Ry. Co. started from Newton, Kan., on May 31 a "Seed Wheat" train over its system in that State. Supt. J. H. Miller of the Farmers' Institute Department of the State Agricultural College, was in charge, assisted by Director Ed. H. Webster and Professors A. M. Ten Eyck, Thomas J. Headlee, and George F. Freeman as lecturers. The train was out one week, going south to Winfield, west to Wellington, Harper, Belvidere, and back to Wichita; west to Pratt and back, and then to Hutchinson; west to Dodge City, and then to Great Bend; west to Scott and then east to Florence. Several side trips also were taken, making altogether about seventy stops.

COMMERCIAL CLOVER SEED.*

Clean soil and clean seed are essential to a clean crop. These requirements are especially necessary when the crop to be grown is of slow development in its earlier stages, as in the case of clover, alfalfa, and certain other, particularly the grass, crops. When land has been kept free from weeds and the seed bed carefully prepared it is readily realized how great a loss results when noxious weed seeds are introduced with the seed for a crop. As is pointed out by a recent bulletin of the Connecticut Station, there is frequently great danger of securing in the open market clover seed of poor quality, and the advice is given that purchasers make sure of the quality of the seed before buying. Of fifty-one samples of clover seed examined by this station three were heavily adulterated with black medic and only ten were apparently free from dodder, and two of these had a very low vitality. Only one-sixth of the entire number of samples analyzed was fit for use.

With reference to the weight of the samples, it is said that clover seed of average quality should weigh about 1.5 grams per 1,000 seeds, making about 302,000 seeds per pound. Of the samples examined twenty-six did not reach this standard. Two weighed only 1.27 grams or less, equal to 363,000 seeds to the pound, while on the other hand two weighed 2.92 grams per 1,000 seeds, equal to 236,000 seeds per pound. Sowing a certain number of pounds of light seed per acre would put a greater number of seeds on the area than if the same quantity of heavy seed was sown, but under the same conditions the heavy seed would be more likely to give a satisfactory stand.

The vitality tests made under laboratory conditions showed an average vitality of 86.6 per cent for fifty-one samples, or, in other words, an average of 86.6 out of every 100 clover seeds in the germination tests had life enough to produce a sprout. This result is regarded as satisfactory, although the vitality is but little above the provisional minimum of 85 per cent recommended by the seed laboratory of this Department for commercial clover seed. Twenty of the samples fell below 85 per cent, four below 75 per cent, and the lowest was 64.2 per cent.

The purity of clover seed is likely to be of greater importance than its weight or its vitality. While light or old and weak seed may be the cause of a partial failure of the crop, and generally does result in an imperfect stand, impure seed often produces

a greater loss by noxious weeds introduced with it, and especially is this the case if it contains dodder, which often partly or entirely ruins a crop and which may stay in the land as long as the particular clover crop is grown on it. The average purity in this collection of samples was 90.5 per cent, or 7.5 per cent lower than the provisional standard of this Department, which is 98 per cent. The expression "98 per cent purity" means that of 100 pounds of seed bought 98 pounds are clover and the rest is dirt or foreign seeds. A botanical analysis of five samples showed the presence of at least thirty-five species of foreign seeds, including several kinds of dodder and total numbers of foreign seeds ranging from 12,458 to 78,604 per pound. Attention is called to the fact that if the foreign clover, alfalfa, and timothy seeds present, which range from about 2,500 to 35,000 per pound, are left out of account a seeding of 8 pounds per acre of any of these samples would plant from two to eight weed seeds on every square foot of ground.

Three samples of the lot were evidently adulterated. The first contained 21.2 per cent, the second 22.6 per cent, and the third as high as 39.1 per cent of black medic (*Medicago lupulina*), a leguminous plant of little or no value and apparently chiefly used for adulteration of red clover seed, the importations of which into this country frequently carry a very high percentage of this adulterant. The two kinds of seed are of about the same size and do not differ much in color, although black medic seed never has the purple or violet color of red clover seed. The medic seeds are also more oval in shape than those of red clover, which have a distorted heart shape, a roughly triangular outline with rounded corners.

The weed most dangerous and destructive to the clover crop is dodder, and the seed of this pest is about as large as small clover seed and very difficult to separate from it. In color it is light gray, yellowish or light brown, dull, finely roughened, but not pitted. Its method of attacking the clover plant is described as follows:

The seed of this weed germinates in the ground, sends up a thread-like stem, yellow or reddish in color, which immediately attaches itself to its host plant. If it finds no plant on which it can feed, it dies, being entirely a parasite. Finding a suitable plant, it twines closely around the stem or leaf, sends its sucking organs into the tissue, and lives on its juices, weakening or killing the host. Its connection with the ground soon ceases, and when actively growing the stem may be cut into any number of pieces, each of which, if attached to clover, will continue to flourish. It flowers and produces abundant seed, which stocks the ground for the next clover crop. Clover infested with dodder lodges, mats together, can not be properly cured, and either because of the dodder present or the molding of the clover in consequence, has been known to scour cows when fed out as hay.

In 28 carefully tested samples from 18 to 11,615 dodder seeds were found per pound of clover seed. From alfalfa seed the dodder seed may be separated by sifting in sieves made for this particular purpose, but owing to the small size of red clover seed this method cannot be applied in cleaning it from dodder.

IOWA SEED DEALERS.

The Iowa Seed Dealers' Association held an annual convention at Des Moines on June 1 at which time the following officers were elected: President, C. N. Page, Des Moines; vice-president, Henry Field, Shenandoah; secretary, B. H. Adams, Decorah; treasurer, John R. Hamilton, Cedar Rapids; executive committee, C. N. Page, John R. Hamilton, Walter C. Adams, Decorah; Mel L. Webster, Indianapolis; H. A. Johns, Sioux City; legislative committee, H. A. Johns, C. N. Page, B. H. Adams.

There were about 50 gentlemen present who objected to the state "pure seed" law that it applied to the dealer and not to the farmer who produced the seeds, making the dealer responsible for the standard of purity and especially exempting the farmer from the penalties applied in case impure seeds are sold. That the general assembly of Iowa is as nearly capable of deciding whether the moon is inhabited, as it is to pass a law regulating the purity of farm seeds, was the statement made by E. E. Faville, editor of *The Successful Farmer*. The average farmer pays no attention to whether the

seed offered for sale to the dealer is or is not free from weed seeds. He is allowed to sell seeds where he pleases, and as a result, the fields of his neighbors are frequently sown with thistle, foxtail, and other noxious vegetable growths. "In my opinion," said Mr. Faville, "the law regulating the purity of farm seeds should apply to the farmer as well as to the dealers. I am convinced that it is not altogether the latter's fault. While the members of the general assembly have opinion of their own on certain subjects, they know about as much on the seed question as one of those personages who inhabits the moon. The law certainly should be changed, and the farmer, as well as the dealer held responsible."

Practically all the speakers were agreed that the law should apply to farmers; and it was shown that in the fifteen prosecutions began during the last year in Iowa, all the seed was furnished by farmers.

Other speeches were made by Dairy Commissioner Wright, Prof. L. H. Pammel of Ames, Geo. W. Franklin, Geo. A. Wells, and Prof. Atkinson of Des Moines, and J. F. Sommers of Malvern.

The meeting closed with a banquet and executive session in the evening.

FIELD SEED NOTES.

W. J. Busch has purchased the seed house of Underwood & Jones at Lawrence, Kan.

The Consolidated Elevator Company of Duluth on May 20 imported 4,084 bushels of flaxseed from Canada, paying the duty of 25 cents per bushel.

A fire, the origin of which is not positively known, caused damage of \$1,000 to the buildings and \$5,000 to the stock of the Lake Shore Seed Company at Dunkirk, N. Y.

The John H. Allen Seed Company of Sheboygan Falls, Wis., has increased its capital stock to \$110,000. The incorporators are E. M. Parmelee, W. B. Lucas and A. L. Somner.

The 9th annual report of the Indiana Corn Growers' Association has been published by G. I. Christie, Sec'y. It contains a complete report of the proceedings of the annual meeting in January last, including the technical papers read, and illustrations of the trophies won by and portraits of the winners of the Association at the National Corn Exposition, when the Association's members won the most of the best prizes offered for corn.

The College of Agriculture of the University of Missouri has demonstrated that "pedigreed" corn in the hands of the farmers themselves averages ten bushels to the acre more than the seed corn originally planted in Missouri. This statement is made on the basis of reports sent to Henry J. Waters, dean of the College, which last year sent pedigreed seed to two or more farmers in each of eighty counties. Dean Waters added: "By soil fertilizing and crop rotation tests in Barton County we have been able to increase the yield in corn from eighteen to forty-five bushels an acre at a net profit of \$4.67 an acre above the cost."

KANSAS STATE INSPECTION.

The late administration of the Kansas State Inspection Department is being overhauled by the new "ins." Some difficulty exists, however, as the books of the office have disappeared and so has the former chief clerk.

On June 8 J. W. Radford, former state grain inspector, was arrested in Kansas City on a warrant sworn out by John Marshall, assistant attorney general, charging him with misappropriating State funds. The amount of the funds alleged to have been misappropriated is not known, for the reason that the investigation is not yet completed. Mr. Radford says he courts an investigation and that if there is any shortage found he is willing to make it good to the State. He states that the accounts were at all times in the hands of his chief clerk, A. D. Crotts, and that he knew nothing about them. When the investigation started Mr. Crotts disappeared, but he has returned to Kansas City and is held as a witness in the case under a bond of \$250.

Correspondence solicited on grain trade matters.

*Compiled in the Office of Experiment Stations, U. S. Dept. of Agriculture, and published in *Farmers' Bulletin* 353, from Connecticut State Sta. Bul. 160. See also U. S. Dept. Agr., *Farmers' Bul.* 79, p. 17.

ILLINOIS GRAIN DEALERS.

[Concluded from p. 657.]

made at 2:30 on Wednesday afternoon, returning in time for all the evening trains.

B. D. Heck, of the Philip Smith Mfg. Co., Sidney, Ohio, distributed a celluloid pencil with extra box of leads for use in same.

J. H. Pank, of the Invincible Grain Cleaner Co. of Silver Creek, N. Y., had handsome combination card case and bill book for distribution.

Some of the dealers visited the noted distilleries of Peoria, but, as far as learned, only two of the five senses were brought into use, seeing and hearing.

Harry G. Smith, with Arthur R. Sawers, Chicago, left Peoria after the smoker Tuesday night and joined a party of young folks for a six weeks' trip to Tacoma, Seattle and the Pacific Coast.

From Nashville, Tenn.: H. H. Hughes, of Hughes Warehouse & Elevator Co.; W. Murray Hogan, with Hogan Grain Co.; John H. Bell, with Bell Duff Commission Co.; Chas. Rouzer, of Rouzer-Sullivan Co.

Chief grain inspectors from the various markets were: E. H. Culver, Toledo; Alfred Anderson, Buffalo; J. B. Gillespie, Cairo; W. J. Niegarth, East St. Louis; F. B. Tompkins, Peoria; F. W. Harrison, Detroit.

W. M. Hirschey's genial hospitality was radiated in room 204. This large room, facing the square, had sunshine without and sunshine within. Each visitor was presented with an envelope opener, with compliments of J. C. Shaffer & Co., Chicago.

Insurance interests were looked after by J. C. Adderly, of Millers' National Insurance Co., Chicago; T. M. Van Horn and C. B. Sinix, representing the Grain Dealers' National Mutual Fire Insurance Co. of Indianapolis, Ind.; Charles Fitzsimmons, representing the Millers' Mutual Fire Insurance Co. of Alton, Ill.

Room 264 of the National was a popular rendezvous for the grain dealers. Here were headquarters of Philip H. Schiffin & Co. of Chicago, and guests were made to feel at home by Philip H. Schiffin and Oscar D. White. The room was decorated with American flags and roses, and cigars, flowers and pencils were distributed as souvenirs.

The representatives of Marfield, Tease & Noyes gave service of continuous market quotations which they posted in the lobby of the hotel. Their headquarters were in rooms 368-370, where they entertained their friends and gave substantial remembrances in the shape of combination pens and pencils with compliments of the Marfield house.

The greater part of the St. Louis delegation came by interurban. They included: Geo. C. Martin, Jr., chairman; H. A. Von Rump, E. F. Daly, F. L. Wallace, J. R. Mathews, Ed. Dresher, Harry F. Nolin, H. F. Ketchum, S. T. Marshall, T. C. Taylor, L. T. Hall, Erich Picker, G. L. Graham, D. P. Byrne, Jas. A. Connor, L. M. Dunn, J. M. Fuller, T. K. Martin, C. L. Wright, F. W. Langenberg, J. V. Botto, H. Hunter, John Dower, J. D. Parrott, H. H. Savage, J. O. Allen, Eugene Smith, J. O. Ballard, M. R. Parrott, J. C. Burks.

There was a larger number of machinery men present than usual, including B. D. Heck of Philip Smith Manufacturing Co., Sidney, Ohio; Max H. Hurd of Union Iron Works, Decatur, Ill.; J. H. Pank and Chas. Beatley with Invincible Grain Cleaner Co., Silver Creek, N. Y.; S. J. McTiernan with Huntley Mfg. Co., Silver Creek, N. Y.; Angus McLeod of the National Automatic Scale Co., Bloomington, Ill.; Willard B. Smith with Richardson Scale Co., New York; E. G. Isch of Peoria, Ill.; Fred W. Kennedy of Kennedy Car Liner, Shelbyville, Ind.

The greater part of the Chicago Board of Trade delegation came on a special car Tuesday morning. There were from this market the following firms represented: J. H. Dole & Co., W. M. Christie and Harry R. Sawyer; W. A. Fraser Co., E. H. Young and H. B. Russell; Rosenbaum Brothers, M. L. Ve-hon; Pope-Eckhardt Co., Wm. Eckhardt and Gordon Hannah; Bogart, Maltbie & Co., J. A. Waring; E. W. Bailey & Co., A. E. Wood and C. L. Douglass; Sam Finney, A. E. Hartley; Rumsey & Company,

I. P. Rumsey and M. C. Hobart; J. Rosenbaum Grain Co., E. S. Rosenbaum and F. M. Anderson; Merchants Grain Co., Edward Plagge; Gardiner B. Van Ness, J. W. Mills; Rogers Grain Co., H. H. Newell; C. H. Thayer & Co., C. H. Thayer and J. A. Correa; H. A. Foss, Chief Weighmaster Board of Trade; Philip H. Schiffin & Co., Philip H. Schiffin and Oscar D. White; Lamson Bros., Edward Thompson; J. C. Shaffer & Co., Wm. Hirschey; T. E. Wells & Co., M. J. Timberlake; Arthur R. Sawers, Harry G. Smith; Geo. H. Sidwell Co., F. D. Stevers; Corn Products Co., Frank G. Coe; Nash-Wright Co., Edward Andrews; Young & Co., L. B. Wilson; Gerstenberg & Co., H. Hahn; Montague & Co., L. S. Hoyt; Ware & Leland, I. D. Hough; Marfield, Tease & Noyes, L. J. Bowman, Geo. H. Phillips, Fred Lewis, F. H. Hunting, R. G. Freymark; E. W. Wagner & Co., J. C. McGinnitie; Re Qua Bros., H. L. Miller; Van Ness & Co., E. B. Whitfield; Lynch & McKee Co., D. W. Barry; Baker & Traxler, B. F. Traxler; J. E. Bennett & Co., L. C. Emerson.

The Register showed the following dealers in attendance:

E. M. Wayne, Delavan; J. P. Woolford, Galton; W. B. Forsman, Lafayette, Ind.; John W. Prather, Williamsburg; G. W. Green, Plano; G. O. Hains, Auburn; Geo. B. Montelius, Piper City; W. H. Wrigley, Wyoming; W. H. Jackman, Genoa; G. L. Bowman, Clare; W. C. Graves, Pontiac; M. D. King, Pittsfield; W. E. Sheldon, Jackson, Mich.; G. B. Wills, Alsey; A. H. Tallman, Pontiac; John Fryer, San Jose; G. H. Prillaman, Rossville; D. M. Burner, New Holland; S. S. Neiman, Warrensburg; S. S. Tanner, Minier; C. L. Foucht, Rutland; R. A. McClelland, Dwight; L. L. Harrison, Dwight; M. C. Hughes, and M. W. Jenkins, Washington; C. A. Dryer, Champaign; C. R. Mitchell, Ashmore; A. M. Blythe, Gays; James Inkster, Herscher; W. S. Patten, Buckingham; W. A. Webb, Weldon; M. L. Merritt, Dwight; L. Shulhofer, Champaign; Geo. L. Kern, Dwight; John Wrenn, Washington; B. F. Quigg, Minier; Miles A. Leach, Cornland; C. P. Cummings, Springfield; A. J. Sinclair, Ashland; Harry Scott and E. M. Thorpe, Wapella; J. P. Shearer, Fairbury; W. L. Russell, Allen-ton; J. B. Cleland, Decatur; C. G. Brotherton, Guthrie; J. C. Birks, Centralia, Mo.; F. L. Warner, Chenoa; J. R. Wagner, Metamora; F. L. Oliver, Camp Point; J. C. Roe, Hayes; L. J. Kaiser, Newman; Tom Abrams, Tuscola; W. S. Williams, Clinton; H. M. Knight, Monticello; H. C. Clark, Argenta; E. G. Rees, Broadmoor; N. B. Clandon, Fairbury; J. L. Bush, Tuscola; F. W. Obermiller, Mt. Pulaski; Harry L. Kaye, Camargo; J. A. Gilles, Pesotum; F. R. Ludwig, Champaign; Frank Supple, Bloomington; H. L. Deppe, Meredosia; H. J. Wykle, Metamora; J. E. Wiley, Elmwood; G. C. McFadden, Havana; A. M. Pendleton, Chandlersville; T. H. Greenfield, Arrowsmith; P. Baldwin, Bloomington; W. S. Cummings, Sheffield; J. M. Green, Wapella; G. J. Siebens, Decatur; Victor Dewein, Warrensburg; Martin E. Conrad, Elwin; Peter Van Leunen, Decatur; O. I. Richelson, Steward; L. B. Jackson, Dunlap; John H. Sheban, Dunlap; G. Drohan, Danvers; D. W. Dippman, Lewistown; J. T. Holmes, Lewistown; C. J. Porter, DeLand; Geo. L. Hight, Walker; P. Powers, Broadmoor; E. W. Crow, Blue Mound; W. H. Boies, Gridley; Harry W. Mathis, Morton; Geo. W. Banks, Irene; H. S. Antrim, Cairo; J. D. Magee, Cairo; H. W. Wade, Paris; E. S. Strang, Magin; James M. Maguire, Campus; T. E. Kelley, Mazan; H. J. Ruckrigel, Ottawa; E. F. Unland, Pekin; C. E. Davis, Arthur; A. F. Davis, Arthur; B. S. Williams, Sheffield; C. O. Swift, Bloomington; Willis Samuel, Milmine; Edward E. Delp, Bourbon, Ind.; Peter McDermott, Crescent City; Geo. W. Walker, Gibson City; E. C. Hollis, Heyworth; G. C. Tjardes, Gibson City; R. J. Riley, Forrest; Chas. E. Holloway, Wing; F. Hattinger, Harman; N. Hettinger, Secor; L. A. Tripp, Assumption; C. U. Bower, Covell; H. A. Hillmer, Freeport; J. A. Ellis, Deer Creek; F. J. Zimmerman, Athens; H. C. Moeller, Des Moines, Iowa; O. C. Benson, Fairmount; J. E. Collins, Garrett; E. H. Wagner, Washington; A. S. Ellis, Industry; E. R. Ulrich, Springfield; F. M. Davis, Toulon; W. E. Rich, Kankakee; J. E. Eckhart, Benson; J. M. Kaitz, Mt. Pulaski; J. H. McCune, Ipava; R. G. Heron, Sidell; Ambrose McCarty, Decatur; L. B. De Forest, Oneida; Frank Sellers, Victoria; A. L. Stanfield, Edgar; J. B. Hanson, New Holland; J. H. Ellis, Atlas; Walter Stahl, New Ritchie; C. C. Whipple, Plainfield; J. K. Hoagland, Clarksburg; W. J. Culbertson, Delavan; E. S. Summers, Kappa; M. L. Miller, El Paso; C. W. Savage, Virginia; A. W. Ford, Scottsburg; W. M. Simmons, Berwick; E. H. Kessler, Rapatee; J. W. Hoffman, Markham; M. C. Camp, Bement; H. E. O'Bryan, Owensboro, Ky.; Geo. Dunaway, Utica; Geo. Hubbard, Mt. Pulaski.

The grain shovellers at Buffalo have decided not to call a sympathetic strike on behalf of the striking marine engineers.

The Consolidated Stock and Grain Co., Cincinnati, was raided by the police on June 5, the equipment seized and six men arrested, all charged with operating a bucket-shop.

The final hearing of charges of discrimination by the railroads against Philadelphia and in favor of New York in flour shipments was held on June 2 before the Interstate Commerce Commission. The case was taken under advisement.

COMMUNICATED

[We invite correspondence from everyone in any way interested in the grain trade on all topics connected therewith. We wish to see a general exchange of opinion on all subjects which pertain to the interest of the trade at large, or any branch of it.]

FIRST NEW WHEAT MARKETING.

Editor American Elevator and Grain Trade:—The first load of new wheat marketed in the United States this season was delivered on June 2 by Henry Becker, a farmer living eight miles from New Braunfels, Texas, to the elevator of the Landa Roller Mills, at New Braunfels. It was graded strictly No. 2, tested 60 pounds, and it brought \$1.50 per bushel.

Yours truly,

New Braunfels, Texas. JOSEPH LANDA.

THE FARMERS' GRAIN COMPANY.

Editor American Elevator and Grain Trade:—A statement was recently made in some of the trade journals to the effect that the Farmers' Elevator Co., at Byron, Neb., had been ordered by the court to change its by-laws and cut out the "maintenance clause," requiring stockholders who sell to other dealers to pay into their own treasury a designated amount for maintenance of their own plant. The publication of that news item is a gross perversion of the truth, since it stated the opposite of what occurred.

A case was brought against the Farmers' Elevator Co., at Byron. It occupied several days in trial and the judge dismissed the case, thus holding that the by-law in question was not a restraint of trade nor a violation of Nebraska laws.

This is a matter of considerable interest to many of your readers, and I trust that you will be able to make such mention as will convey the truth to that portion of the public that receive your valuable journal.

Yours very truly,

THE FARMERS' GRAIN CO.,

Omaha, Neb.

C. Vincent, Mgr.

HAY ASSOCIATION.

Editor American Elevator and Grain Trade:—The National Hay Association has from its inception been an organization of active business men—men who do things, and have the courage of their convictions. For this reason the 16th Annual Convention, to be held at Cedar Point, O., July 27-29, will be the most important in its history. The following are among the many important matters to be considered: Complete revision of the Constitution and By-Laws; revision of the Arbitration Rules; revision of the Trade Rules.

The Convention last year provided for all of these by directing President Maurice Niezer to appoint committees to consider these important matters during the year and report at the coming convention. Members should be at this meeting to hear the reports and take part in adopting them as reported, or make necessary corrections.

In addition, the ever-present "Hay Rate Case" will come up for consideration, and must be ordered dismissed by the Convention, or fought to a finish. Let members come and take part in the discussion and help to dispose of it in a manner to be for the best interests of the trade as in this way and no other can every one's interest have a showing.

President Niezer is arranging a program that will certainly please. He will have as speakers some of the brainiest men in public life in this country, among them Governor Harmon of Ohio.

Yours for the trade,

P. E. GOODRICH, Secretary.

Winchester, Ind.

A company has been organized at Marshalltown, Ia., to make denatured alcohol. The company has been capitalized at \$200,000, with \$75,000 paid up. A plant composed of six buildings will be built, having a consuming capacity of 1,200 bushels of corn every twelve hours and an output of 6,000 gallons of alcohol daily.

ELEVATOR AND GRAIN NEWS

ILLINOIS.

S. G. Crawford has sold his elevator at Bondville, Ill.

The new Farmers' Elevator at Assumption, Ill., is nearly finished.

William Herscher is again operating his elevator at Buckingham, Ill.

A new elevator is to be erected at Baker, Ill., within a short time.

C. F. Gaumer has purchased the Witherspoon Elevator at Alvin, Ill.

It is reported that the elevator recently burned at Congerville, Ill., will be rebuilt.

The Pierson Grain Co. is making some improvements in its plant at Pierson, Ill.

A. H. Edwards is building a 20,000-bushel addition to his elevator at Tolono, Ill.

Joseph Armstrong has rented his elevator at Sheridan, Ill., to Lars V. Anderson.

The Ridgway Elevator Co. is installing a new scale at its elevator at Ridgway, Ill.

The Corno Mills Co. is planning to erect another elevator at Averyville, a suburb of Peoria, Ill.

The Rogers Grain Co. has sold its elevator at Chenoa, Ill., to the farmers' company at that place.

About \$1,500 is being expended in remodeling and strengthening the Euziere Elevator at Manteno, Ill.

Benjamin Baker has leased the Ratliff Elevator at Le Roy, Ill. Mr. Ratliff will remain as manager.

The elevator of Karcher & Jackson at Herscher, Ill., is being remodeled. It will be completely iron-clad.

C. E. Babb of Thomasboro, Ill., has purchased an elevator at Buckley, Ill., and will remove to that place.

The Neola Elevator Co. is planning a number of improvements in its house at Adeline, Ill. Concrete floors will be laid.

Twist Bros. have begun the rebuilding of their elevator at Willeys, Ill., which was burned to the ground a short time ago.

L. W. Singleton & Co. have sold their elevator at Buckley, Ill., to C. E. Babb and William Krumwiede, who have taken possession.

H. W. Caldwell & Son Co. of Chicago have purchased a Hall Signaling Grain Distributor of the Hall Distributor Co., of Omaha, Neb.

W. D. Wayne, E. M. Wayne and M. F. Quigley have incorporated the Wayne Brothers Grain Co. of Delavan, Ill., with \$24,000 capital stock.

The New Farmers' Grain & Coal Co. of Saybrook, Ill., has purchased the elevator of J. C. Tjarde at that point, and installed A. Coon as manager.

The Illinois Central Elevator at Cairo, Ill., which had been leased to the Bartlett, Patten & Co., of Chicago, was closed down indefinitely on June 1.

The Nobbe Elevator Co. is erecting a 30,000-bushel elevator at Nokomis, Ill. The elevator will measure 36x36 feet and will be operated by electricity.

The Burrell Engineering & Construction Co. is remodeling the Farmers' Elevator at Adair, Ill., increasing its storage and adding new elevator legs.

The Burnside Elevator Co. is making a number of improvements in its house at Burnside, Ill., chief among them being the installation of a large new feed mill.

The elevator of C. H. Ruple at Chestnut, Ill., has passed into the hands of the Biles Land Co. In the trade Mr. Ruple acquires a large tract of Mississippi land.

The Mineral Grain Co. of Mineral, Ill., has placed its contract with the Burrell Engineering & Construction Co. for a \$30,000 grain elevator; work commenced June 14.

The recently organized Lovington Grain Co., composed of farmers in the vicinity of Lovington, Ill., has purchased the elevator of M. C. Davenport at that place and will operate it. The consideration was \$5,500.

H. I. Baldwin & Co. of Decatur, Ill., have purchased the elevator at Ivesdale, Ill., from M. L. Delaney and will conduct it in connection with their other elevators in that section. The purchase price was \$6,000.

Fred G. Boyden of La Salle, Ill., has purchased a half interest in the line of elevators along the Hennepin Canal and will have full charge of the grain buying of the company. Mr. Boyden's headquarters will be at Tampico.

Beggs, Lewis, Fisher & Graff have purchased from the Jacksonville National Bank the old Fitzsimmons & Kreider Elevator at Jacksonville, Ill., for a consideration of \$7,000. The new owners will at once remodel the house, installing complete new equipment. Five new dumps will be installed. About

\$2,500 will be expended altogether in remodeling the elevator.

The old Griswold Elevator at Henry, Ill., is being torn down and the heavier timbers will be used for the erection of elevators along the Hennepin Canal. The Smith-Hippen Co. of Pekin, Ill., purchased the house from W. W. Dewey.

The Farmers' Grain and Elevator Co. of Morrisonville, Ill., has been organized with a capital stock of \$10,000 for the purpose of purchasing the Herdman Elevator at that place. J. M. Pence is president of the company and J. Kerley Miller secretary and treasurer.

The Smith-Hippen Grain Co., of Peoria, Ill., has commenced the erection of elevators along the Hennepin canal feeder. The first elevator is being built at Mile 9. Others will be erected along the feeder at Mile 16 and Mile 26. On the main line houses will be erected at Geneseo and Wyanel.

The Weller Manufacturing Co. of Chicago has received the contract for the complete equipment of the new elevator of C. B. Munday & Co. at Litchfield, Ill. The equipment includes Weller Improved Power Shovels, car puller, rope drive, power transmitting machinery and elevators. Fred Friedline & Co. of Chicago are erecting the house.

Secretary S. W. Strong of the Illinois Grain Dealers' Association reports the following recent changes among the grain dealers of Illinois: Taggart & Stotler succeed H. M. Taggart at Wenona; Taggart & Stotler succeed H. A. Stotler at Evans (Wenona P. O.); P. B. & C. C. Miles succeed J. & F. J. Rapp at Natrona; William Ryan succeeds Stotler Bros. at Yeomans; Freburg & Tucker succeed H. A. Hendee at Walnut Grove; E. W. Buetke succeeds P. Eschback at Leonore; Calhoun & Curry succeed W. C. Calhoun at Pisgah; O. I. Richardson succeeds the Neola Elevator Co. at Steward; Nobbe Bros. succeed John Pier at Nokomis; Rose & Jakle succeed J. L. Smiley at Watseka; John Marshall succeeds William Ryan at Richardson; Luther R. Sisler succeeds W. Hartman at Mt. Carroll; E. L. Crawford succeeds C. B. Crawford at Nachusa; Paul Van Luenen succeeds Cincinnati Grain Co. at Decatur; Rich & Ferris succeed Cooley & Ferris at Reddick; Clark Grain & Elevator Co. succeeds J. J. McCarty at Argenta; Frederick Grain Co. succeeds M. M. Frederick & Co. at Clarence; C. C. Harlan & Co. (mail Hoopeston) succeed E. M. Grunsted & Co. at Cheneyville; A. E. Silver (R. F. D. No. 11) succeeds Silver Grain Co. at Mira (Urbana P. O.).

OHIO, INDIANA AND MICHIGAN.

The new Davison Elevator at Uniondale, Ind., is about completed.

The new elevator at Gilboa, Ohio, has been completed and put in operation.

H. H. Ainsworth has sold his grain and bean elevator at Owosso, Mich., to the Owosso Milling Co.

William F. Brucker has sold his elevator at Idaville, Ind., to A. L. Schullenberg, who has taken possession.

Crane & Crane will build a 70-foot addition to their elevator at Eaton Rapids, Mich., during the summer.

Earl C. Bear, R. A. Trumbull and Dr. E. J. Reed have launched the Tri-State Elevator Co. of Hicksville, Ohio.

Lewis R. Leshner and others have incorporated the Laurelville Grain & Mill Co. of Laurelville, Ohio, with \$8,000 capital stock.

The Mantung (Ohio) Grain & Supply Co. has been incorporated with \$25,000 capital stock by O. L. Barnes and other parties.

The Kensington Grain & Lumber Co. has commenced business at Kensington, Ohio, with Frank P. Faulk as resident manager.

Heinz & Heinz have disposed of their elevator at Watkins, Ind., giving it as part payment for a 680-acre plantation near Dundee, Miss.

The new Lorain Flour and Grain Co. of Lorain, Ohio, is planning to erect an elevator in that city, provided a suitable site can be obtained.

The Arnold Elevator Co. of Bluffton, Ind., has acquired the property in that city known as the Petroleum Elevator, paying \$11,500 for the plant.

J. R. House & Sons are erecting an elevator at Hobbs, Ind. The Weller Manufacturing Co. of Chicago is supplying the bucket elevator for the house.

The Weller Manufacturing Co. of Chicago is supplying the rope drive, pulleys, buckets, etc., for the new elevator of N. E. Walker & Co., at Onward, Ind.

The Crabbs-Reynolds-Taylor Co. has let the contract for a new four-story reinforced concrete elevator and clover seed storage house at Crawfordsville, Ind.

The Farmers' Elevator Co. of Bellevue, Ohio, has purchased an elevator site in that town upon the line of the L. S. & M. S., and will immediately commence construction work.

The Canine Bros. Milling Co. has purchased the three elevators of William H. Robison at Clinton, Ind. With the sale of his elevator Mr. Robison, who will be seventy years of age on his next birth-

day, will retire from the grain business, which he has conducted at Clinton for thirty-nine years.

The Weller Manufacturing Co. of Chicago is furnishing the complete outfit for the elevator at Kimmel, Ind., which is being erected by the Reliance Construction Co. of Indianapolis.

Robert N. Wallace has purchased of John Stewart the Fatzinger Elevator at Frankfort, Ind., for a consideration of \$10,000. Mr. Wallace will operate the plant, with Frank Strange as manager.

The Reliance Construction Co. of Indianapolis has ordered of the Weller Manufacturing Co. of Chicago the complete rope drive, conveyor and bucket elevator outfit for the elevator at Salem, Ind.

The Jamestown Mills and the Ervin Elevator at Jamestown, Ohio, have been merged, and the operating company will be known as the George & Ervin Bros. Co. The new company will have a capital of about \$25,000.

The Co-operative Elevator Co. of Rockfield, Ind., has let the contract for a new 20,000-bushel elevator to be erected at that point. The cost of the building will be about \$10,000. Electricity will be used to operate the plant.

EASTERN.

C. P. Abbott has commenced work on the erection of a grain warehouse at South Royalton, Vt.

The Clyde Grain and Produce Co., of Wayne county, N. Y., is planning to increase its capital stock to \$30,000.

Hoting Bros., grain and hay dealers of Pittsburg, Pa., have sold their realty holdings in that city for the cash sum of \$30,000.

John H. Sheaffer of Moore's Mill, Pa., has purchased the grain warehouse at Greason, Pa., and installed D. S. Baker as manager.

Potter & Co., grain merchants at Athol, Mass., with several branches in other towns, have acquired the business of Ball & Ripley at Winchester, N. H.

The Bantel Grain & Feed Co. of Rochester, N. Y., has been incorporated with \$9,000 capital stock by Charles H. Bantel, Edward C. Campbell and George R. Miller.

The T. E. Main & Sons Co. of Plainfield, Conn., has incorporated with \$50,000 capital stock. The incorporators are Thomas E. Main, Howard E. Main and J. Orville Main.

The Darien Grain & Produce Co., of Rochester, N. Y., has been incorporated with a capital stock of \$10,000 by John W. Welker, Fred E. Osborne, George R. Miller and David Heffer.

The Husted Milling Co. of Buffalo, N. Y., whose plant in that city was recently damaged by fire has taken out a building permit for the erection of a six-story fireproof grain elevator, which, with repairs on the damaged mill, will cost \$40,000.

The work on Elevator "C," adjoining the Washburn-Crosby mill at Buffalo, N. Y., has progressed as far as the completion of the piling and the concrete foundation is now being laid. The elevator will have a capacity of 1,000,000 bushels and is being built by James Stewart & Co., Chicago.

The Boston & Albany Railroad has awarded the contract for the new 1,000,000-bushel elevator at East Boston, Mass., to the Witherspoon-Englar Co. of Chicago. The entire plant will be of fireproof steel construction and will consist of the elevator proper, which will be 269 feet long, 73 feet wide and 187 feet high, and the drier, which will be a separate building, measuring 46x28 by 51 feet. Conveyors from the elevators will feed to four docks simultaneously. Electricity will be the motive power. The plant will cost, completed, in the neighborhood of \$1,000,000. Work has already commenced on the demolishing of the old buildings on the site for the elevator.

IOWA.

A new elevator is to be erected at Hillsboro, Iowa. Albert Simonson has purchased the elevator at Voorhies, Iowa.

The Blackford Co. is planning to erect an elevator at Oskaloosa, Iowa.

Santee & Jangerman have acquired the Oates Elevator at Danbury, Iowa.

The old elevator of George Battey at Portsmouth, Iowa, is being torn down.

J. M. Muffley & Son have sold their Elevator A at Osage, Iowa, to C. M. Mast.

The Coin Elevator Co. has purchased the Wabash Elevator at Coln, Iowa, of W. W. Boone.

William H. Sloppy is planning to build a new 25,000-bushel elevator at Grundy Center, Iowa.

The new 20,000-bushel elevator of the B. M. Huntley Grain Co., at Boone, Iowa, has been put in operation.

The Neola Elevator Co. is reported to have sold its elevator at Madrid, Iowa, to George and James Hanley.

The recently organized farmers' company of Luther, Iowa, has purchased the Milwaukee Elevator at that place, recently operated by Joseph Pratt &

Co. The new owners will remodel the elevator and install new machinery.

A. Reynolds has purchased an interest in the elevator of Richards & Co. at Ellsworth, Iowa.

O. E. Benson has sold his elevator at Geneva, Iowa, to Henry Iblings, from whom he purchased it two years ago.

W. H. Bickel of Vinton, Iowa, is contemplating the erection of an elevator at Iowa City, Iowa, to cost about \$25,000.

A recently organized farmers' company has purchased the plant and business of the Western Elevator Co. at Colo, Iowa.

The Stockdale & Dietz Co. are planning to immediately rebuild their elevator at Garrison, Iowa, recently destroyed by fire.

The Farmers' Elevator Co. of Hampton, Iowa, has let the contract for its new elevator at that place to W. N. Claus & Co. of Plymouth, Iowa.

The newly formed farmers' company of Storm Lake, Iowa, has leased the Neola Elevator at Storm Lake and opened up for business with H. E. Barrick as manager.

William Blakely has awarded the contract for his new elevator at Ogden, Iowa, to the Younglove Construction Co. of Sioux City. The house will cost about \$20,000.

Christopher Williams of Stratford, Iowa, has purchased the Gustafson Elevator at Dayton, Iowa, and will conduct it. He will remodel the house before opening for business.

The Jackson Grain Company of Cedar Rapids, Iowa, has purchased the elevator at Ollie, Iowa, and will remodel it at once. W. H. McCarty will continue as local manager.

The Interurban Railroad Company will shortly begin the erection of a grain elevator at a point on their line about six miles from Cedar Rapids, Iowa, now known as Janko's Road.

The Farmers' Elevator and Mill Co. of Dundee, Iowa, has been incorporated with \$5,000 capital stock. F. W. Meyer is president of the new organization and A. L. Seeber secretary and treasurer.

The Farmers' Co-operative Elevator Co. of Chapin, Iowa, has been organized and will probably erect an elevator on the St. Paul & Des Moines Railroad. N. J. Rhutael is president of the company and S. O. Crom secretary.

Work will commence on June 20 on the new 75,000-bushel elevator of the M. T. Shepherdson Grain Co. at Sioux City, Iowa. George Terwilliger, formerly owner of a chain of elevators in Nebraska, has become a partner in the Shepherdson firm.

MISSOURI, KANSAS AND NEBRASKA.

A new elevator is under construction at Morrowville, Kan.

An addition is being built to the Black Elevator at Lebo, Kan.

J. H. Lynds is planning the erection of a new elevator at Marcell, Kan.

Work has commenced on the new 25,000-bushel elevator of W. H. Hurley at Clinton, Mo.

The Urdike Grain Co. is making a number of improvements in its elevator at Mt. Clare, Neb.

The Ulysses Grain Co. will install a Hall Signaling Grain Distributor in its plant at Ulysses, Neb.

Bring & Son have ordered a Hall Signaling Grain Distributor for their elevator at Emerson, Neb.

The Crowell Grain and Lumber Co. will shortly move its head office from Blair, Neb., to Omaha.

The Lord Milling Co. is making arrangements to build an elevator near its mill at Wamego, Kan.

Douglas & Co. of Cedar Rapids, Iowa, are planning to establish a grain elevator at Kansas City, Mo.

The American Stock & Grain Co. of St. Louis, Mo., has been incorporated with \$50,000 capital stock.

The Farmers' Elevator & Supply Co. has commenced the erection of an elevator at Ford, Kan.

The Potosi Mill & Elevator Co. of Potosi, Mo., has increased its capital stock from \$18,000 to \$25,000.

The Urdike Grain Co. has purchased a Hall Signaling Grain Distributor for its house at Wauneta, Neb.

The Western Star Milling Co. of Salina, Kan., is planning the erection of a new elevator at Bushton, Kan.

G. W. Bandt has purchased the Carleton Elevator at Cawker City, Kan., and will take possession on July 1.

The Wakefield Grain & Live Stock Co. of Wakefield, Kan., has been incorporated with \$10,000 capital stock.

A new farmers' elevator company has been organized at Wathena, Kan., and an elevator is being erected. Among those interested in the project are

C. C. Renick, F. W. Miller, J. H. Leliman and Thos. Lankford.

The Pratt Mill & Elevator Co. of Pratt, Kan., has built new grain elevators at Preston, Cullison and Haviland, Kan.

The Ravenna Mills of Ravenna, Neb., have selected a site and will erect a 20,000-bushel elevator at Sweetwater, Neb.

H. Wessels has sold his elevators and grain business at Hanover, Emmons and Gerardy, Kan., to Ferguson & Spence.

The old Farmers' Elevator at Claflin, Kan., has been torn down and a new 20,000-bushel house is being erected in its place.

Henry Koenke has purchased the elevator and grain business of William Rabe at Bremen, Kan., and has taken possession.

Charles Wahlie has purchased of the Midland Elevator Co. its house at Kansas Falls, Kan., and will use it as a private elevator.

M. Nolan, a grain dealer of Salt Fork, Okla., is contemplating the purchase of a site and the erection of an elevator at Wichita, Kan.

The Kingman Milling Co. is erecting three steel storage tanks, with a total capacity of 100,000 bushels, adjacent to its mill at Kingman, Kan.

Vogelsong & Hamlin, proprietors of the Paola (Kan.) Mill and Elevator Co., have completed a new 12,000-bushel steel storage elevator at their mill.

The Hall System of grain distribution of which the Hall Distributor Co. of Omaha, Neb., is the proprietor, is being installed in the elevator at Oakley, Kan.

The Inman Farmers' Elevator Co. is enlarging its house at Inman, Kan. The Enns Milling Co., of that city is erecting two new storage tanks adjacent to its mill.

James Dobbs and John Rollins have formed a partnership and leased the Santa Fe Elevator at Winfield, Kan., which they will conduct with Mr. Rollins as manager.

The Ruddick Co. of Gregory, Mo., has ordered from the Weller Manufacturing Co. of Chicago an elevator equipment consisting of rope drive, bucket elevator, etc.

W. D. Harry is planning to enter the grain business again at Kinsley, Kan. For twenty years Mr. Harry was engaged in buying and selling grain at Conway, Kan.

The Moundridge Milling Co. is razing the old elevator at Moundridge, Kan. It is a landmark in that vicinity, having been built in 1877 by David Kaegi and H. Hetzke.

The Sutton Farmers' Grain and Stock Co. of Sutton, Neb., will install a Hall Signaling Grain Distributor, manufactured by the Hall Distributor Co., of Omaha, Neb.

The recently organized farmers' company at Frizell, near Larned, Kan., has decided not to build a new elevator, but has purchased the 12,000-bushel Gabel Elevator at Frizell.

The American Stock Food Co. has purchased a site at Kansas City, Mo., measuring 379x279 feet, and at once erect an elevator upon part of the property. A mill will also be built.

F. E. Michaels, E. J. Williams and L. A. Dutton have organized the Burlingame Grain & Elevator Co. at Burlingame, Kan., with a capital stock of \$15,000. An elevator will be built.

The contract has been let for the new farmers' elevator at Central City, Neb., and it is expected that it will be completed about August 1. The house will have a capacity of 16,000 bushels.

J. C. and R. L. Moore, who have engaged in the grain business at Irving, Kan., for the past thirty-five years, have sold their elevator at that place to Carroll Walker, who will conduct it.

The Western Star Milling Co. of Salina, Kan., contemplates the erection of an elevator at Bushton, Kan., this summer. The Bushton Grain and Supply Co., whose elevator was recently burned, has decided to rebuild as soon as possible.

The Kaufman-Boyle Grain Co. has secured an elevator site in Wichita, Kan., and will erect an elevator in the near future. The tract, which contains nearly six acres, is located on the Missouri Pacific right-of-way, and cost \$10,000.

The annual meeting of the Farmers' Grain Co. of Omaha, Neb., was held recently in that city. The old officers were re-elected as follows: J. E. Johnson of Kearney, president; D. Phillips of Pleasanton, secretary and C. Vincent, manager.

The Shellabarger Mill & Elevator Co. has let the contract for its new elevator at Salina, Kan., to the McDonald Engineering Co. of Chicago, Ill. The new elevator will be of reinforced concrete construction, absolutely fireproof, and will consist of fifteen circular bins, with eight square bins and twelve smaller bins, with a total capacity of 130,810 bushels. The whole structure will measure 44x82 feet and will be 91 feet over all. With this addition the Shellabarger Co. will have a total storage capacity in

Salina alone of about 335,000 bushels. In addition the company owns ten other elevators in different parts of the state.

W. F. McCullough, who recently sold out his interest in the Tri-State Grain Co. at Wichita, Kan., has again embarked in the grain business in that city under the style of the McCullough Grain Co., with offices at 328 Sedgwick Building.

The city council of Topeka, Kan., has complied with the request of the Willis Norton Grain Co. of North Topeka, asking that the alley behind their plant be vacated. The company will erect four steel grain tanks, costing \$9,000, upon the land vacated.

The Watson Mill Co. is building two additional steel storage tanks adjacent to its mill at Wichita, Kan. The tanks, which will be completed by July 1, will have a capacity of 35,000 bushels, and will give the company a total storage capacity of 170,000 bushels.

WESTERN.

A new grain elevator is in the course of erection at Holyoke, Colo.

The Lamont Farmers' Union will erect a grain warehouse at Lamont, Wash.

Construction work has commenced on the new Lytle Elevator at Moore, Mont.

The Cargill Elevator Co. is planning to build elevators at Conrad and Valier, Mont.

E. B. Clark of Miles City, Mont., is planning to erect an elevator at Glendive, Mont.

The Seattle Grain Drying Co. of Seattle, Wash., has been incorporated with \$10,000 capital stock.

The Scott Co-operative Warehouse Co. of Cunningham, Wash., has incorporated with a capital stock of \$10,000.

It is authoritatively reported that at least one new grain elevator will be erected at Stanford, Mont., during the summer.

W. E. Kinney of Miles City, Mont., is contemplating the erection of an elevator either at Columbus or at Laurel, Mont.

The Northern Pacific Railroad has completed an extension measuring 512x100 feet to its elevator at West Seattle, Wash.

Farmers at Moscow, Idaho, have leased one of Mark P. Miller's warehouses there and will build an addition of 100 feet to it.

It is reported that the Spokane, Portland & Seattle Railroad Co. will shortly begin the erection of a grain warehouse at Wapinitia, Wash.

H. J. Russell, owner of the Weiser Roller Mill at Weiser, Idaho, is planning to build a 20,000-bushel elevator at his mill during the summer.

The Painter Elevator at Haxtum, Colo., has been purchased by the O. L. Mitten Grain Co., of Wray, Colo. The new owners will rebuild the house and put it in shape for the new crop.

A. H. Vogeler of Salt Lake City, Utah, and J. K. Mullen of Denver, Colo., are building 150,000-bushel elevators at Gooding and Caldwell, Idaho. The two buildings will cost about \$175,000.

The Nez Perce-Rochdale Co. has been organized at Nez Perce, Idaho, and will erect two grain warehouses, one at Nez Perce, measuring 60x300 feet, and the other at Mohler, measuring 60x200 feet.

The Farmers' Warehouse Co. has been incorporated with a capital stock of \$15,000 at Aimira, Wash. A grain warehouse will be immediately erected. F. H. Hyde is president and Carl T. Haskin secretary of the company.

One hundred and fifty farmers in Klickitat county, Wash., have organized to erect a warehouse to cost \$10,000 at Bickleton. E. Y. Stone of that town has charge of the work. He says the acreage in his county is larger than ever and a big yield is expected.

The Kaysville Milling Co. of Kaysville, Utah, has closed a contract with the Minneapolis Steel & Machinery Co. for the building of another 15,000-bushel steel storage elevator at Kaysville, which will give the company a total storage capacity of about 50,000 bushels.

The Ritzville Flouring Mill at Ritzville, Wash., announces that it will build a 50,000-bushel storage elevator at that point. The contract has been let for the new elevator of the Ritzville Warehouse Co. at Ritzville, which will cost \$8,700, and be completed by August 15.

The new wheat warehouse of Balfour, Guthrie & Co., at Tacoma, Wash., has been practically completed and the foundation has been laid for the 100,000-bushel elevator which will be built nearby, and the erection work will be pushed with all possible speed.

Waterville Union Grain Co., of Waterville, Wash., announces through J. I. Adams, secretary, that it will increase its capital to \$30,000 to construct four warehouses, each of 25,000 bushels capacity, at Poplar Grove, Douglas, Lamoine and Waterville, with offices in the last named town. The company has bought 370,000 sacks for its 22 unions. It handled more than 260,000 bushels of grain, closing its sea-

son recently with the sale of 7,000 bushels of wheat at \$1.11, the banner price of the year for Big Bend wheat.

The Hurley-Mason Company has prepared plans for and started the erection of four circular reinforced concrete grain elevators for the Portland Flour Mills at Albina, Ore. These elevators are the first of the sort to be built of this material in the Pacific Northwest. Each will be 27 feet in diameter and 70 feet high.

The Kalispel Flour Mill Co. of Kalispel, Mont., has let a contract to L. O. Hickok & Son of Minneapolis for a new 175,000-bushel reinforced concrete elevator adjacent to its mill. The new elevator will measure 52x74 by 72 feet, and will consist of six circular tanks with two smaller tanks between. Work has already begun, and it is expected that the plant will be completed some time in August.

Announcement is made that the Ford Grain Co., of Spokane, Wash., headed by George W. Ford, president, Arthur Davis, vice president, and Lake France, secretary and treasurer, has taken over the interests of George J. Hohl, the largest stockholder in the Bellingham Flouring Mills Co. at Bellingham, Wash., of which the latter is founder and at present manager. The mill has a daily output of 250 barrels. The Ford company has an establishment in Seattle under the name of the Ford-Harder Co., with W. W. Harder of Seattle as manager. Frank Gibson, formerly of Portland, who has been with the Bellingham company for two years, will be manager in the future. W. E. Simonson has been chosen secretary-treasurer. Plans have been made for enlarging the output of the mill, but will not be carried out for several months.

SOUTHERN AND SOUTHWESTERN.

Sherrill Bros. & Co. will establish a grain elevator at Haskell, Texas.

Collier Bros. are building an elevator and meal mill at Durant, Okla., to cost \$10,000.

The Alexandria Mill & Elevator Co. is erecting an elevator and warehouses at Alexandria, La.

The J. B. Edgar Grain Co. of Memphis, Tenn., has increased its capital stock from \$10,000 to \$25,000.

The L. P. Davidson Grain and Coal Co. of Seymour, Texas, has filed articles of corporate dissolution.

The Pond Creek (Okla.) Mill & Elevator Co. is planning the erection of a 30,000-bushel elevator at Verden, Okla.

The Early Grain Co. of Amarillo, Texas, will install the Hall System of grain distributing in its plant at Amarillo, Texas.

The Dacoma Grain Co. of Dacoma, Okla., has been incorporated with \$3,000 capital stock by C. B. Amos, W. W. Galbreath and others.

J. E. Farrington is planning to establish a corn elevator at Chickasha, Okla. Contract for the erection of the house has been let.

F. E. Moore, V. Moore and J. H. Moore have incorporated the Moore Grain Co. of Chickasha, Okla., with a capital stock of \$30,000.

P. H. Luby, G. A. Lackey and A. S. Lackey have incorporated the Tom Bean Grain Company of Tom Bean, Texas, with \$5,000 capital stock.

The Farmers' Grain & Coal Co. of Capron, Okla., has purchased a Hall Signaling Grain Distributor of the Hall Distributor Co. of Omaha, Neb.

R. J. Riddle, Haywood Osborne and Earl Barham are organizing a new grain company at Nashville, Tenn., to be known as the Nashville Grain Co.

The Tonkawa Mill & Elevator Co., of Tonkawa, Okla., has been incorporated by Alfred Finke, James H. Eugard and others with a capital stock of \$20,000.

The Wheatland Grain & Elevator Co., of Tuttle, Okla., has been incorporated with \$50,000 capital stock by B. C. Hedrick, J. H. Chenoweth and A. F. Boston.

J. J. Akers, J. C. Branan and Robert P. Jones have incorporated the Branan-Akers Company of Atlanta, Ga., to do a general grain business. The capital stock is \$30,000.

Robert Hollingsworth and J. C. Blackburn of Van Alstyne, Texas, have purchased the Womack Corn and Grain Elevator at Whiteright, Texas, and will remove to that town.

The Goree Grain and Elevator Co. of Goree, Texas, has been incorporated with a capital stock of \$7,000. The incorporators are J. B. Wadlington, J. S. Bussell and J. A. Bussell.

The Weller Manufacturing Company of Chicago has been given the contract for the power transmitting machinery for the elevator of Smith, Wiley & Co. at Sanger, Texas.

The Weller Manufacturing Company of Chicago is furnishing the power shovels, pulleys, conveyors and other machinery for the new plant of the Early Grain & Hay Company at Amarillo, Texas.

The French Land & Irrigation Co. of Chicago, Ill., has placed the contract with the Burrell Engineering & Construction Co. for a 20,000-bushel elevator at French, New Mexico. It will be equipped with a

Monitor cleaner, and 10 horse power Fairbanks Gasoline engine.

John M. Trenholm, C. E. Roundtree, W. B. Weisiger, Leonard Trenholm and John D. Martin have incorporated the Mississippi Elevator Company of Memphis, Tenn., with \$20,000 capital stock.

The Chattanooga Warehouse & Elevator Company of Chattanooga, Tenn., has been incorporated by J. T. Thomasson and others. The company maintains offices in Chattanooga at 14-20 Boyce street.

The new plant of the Riverside Elevator & Warehouse Company at Memphis, Tenn., has been furnished with a package elevator and worm gear drive by the Weller Manufacturing Company of Chicago.

J. W. Ring is building a 40,000-bushel reinforced concrete grain elevator at Johnson City, Tenn. The MacDonald Engineering Company of Chicago has the contract for the building. Later Mr. Ring plans to erect a 400-barrel flour mill.

The Van Alstyne Elevator Company will erect a 30,000-bushel steel storage elevator at Van Alstyne, Texas, replacing the house recently burned. The plant will be equipped with corn chop and meal mills, oat clipper, automatic scales and sacking machines.

The Weller Manufacturing Company of Chicago, Ill., has received the order for the complete equipment of the elevator of the Mangum Mill & Elevator Company at Mangum, Okla. The equipment includes power shovel, spiral conveyor, steel spouting, bucket elevators and power transmission machinery.

Fred Friedline & Co., elevator builders of Chicago, have ordered of the Weller Manufacturing Company of Chicago, for J. M. Trenholm & Co., Memphis, Tenn., a complete equipment for new elevator, including car puller, Weller Improved Power shovels, bucket elevators, belt conveyors, rope drives, etc.

Albert Rothschild, vice-president and general manager of the Iowa Grain & Mill Co., and a party of several other prominent grain men of Iowa and Nashville, Tenn., have purchased of H. H. Hughes a half interest in the Hughes Warehouse & Elevator Co. The deal means the organization of a new company, plans having been made to obtain a charter under the style of the Central Elevator & Warehouse Co., with a capital stock of \$100,000. The officers and management of the new company will be composed of H. H. Hughes, president; M. Rothschild, vice-president; Albert Rothschild, secretary and treasurer, and Ben McMurry, superintendent.

THE DAKOTAS.

G. W. Van Dusen & Co. are building an elevator at Wessington, S. D.

Work has commenced on the new Hasvold Elevator at Lincoln, S. D.

Work has commenced on the new Farmers' Elevator at Barnard, S. D.

D. A. Piery of Pingree, N. D., has acquired the elevator at Miller, S. D.

The Farmers' Elevator Company is enlarging its property at Valley Springs, S. D.

Farmers' elevators are proposed at Rolla, N. D., and Amherst and Brentford, S. D.

The Heising Elevator Company has closed its house at Rolla, N. D., for the year.

Matthew Weiner has purchased the elevator of William McBurney at Tyndall, S. D.

The Excelsior Milling Co. has commenced work on a new corn elevator at Yankton, S. D.

The Eagle Roller Mill Co. of New Ulm, Minn., will erect an elevator at Crandall, S. D.

A farmers' elevator company has been organized at Bowesmont, N. D., with R. C. Sowles as president.

The King Grain Company is planning to erect an elevator midway between Wagner and Lake Andes, S. D.

It is reported that Potter, Garrick & Potter will rebuild their elevator recently burned at Butler, S. D.

The Empire Elevator Company has sold its Elevator at Bucyrus, N. D., the third house at that point.

J. D. Hand and Louis Determan of Delmont, S. D., are contemplating the building of an elevator at Kadoka, S. D.

The Empire Elevator Company has sold its elevator No. 1, at Waubay, S. D., to the Webster Grain & Fuel Company.

C. E. Knox has purchased the Atlas Elevator at Oakes, N. D., and will conduct it under the style of the Knox Grain Co.

The Rieger Elevator at Cresbard, S. D., has been sold to Jones Bros. of Madison, S. D., subject to the approval of the court.

Ross E. Parks has purchased the Reliance Elevator at Webster, S. D., and will operate it with Herman Olson as buyer.

The Occident Elevator Company has commenced extensive repairs upon its elevator at Jamestown, N. D. A cement foundation wall will be laid under

the main building. The house dates from 1881, and has passed through a number of hands.

The Farmers' Elevator Co. of Gettysburg, S. D., has purchased the elevator of O. E. Mesick of that place and will enlarge the property.

L. B. Spracher & Co. of Sibley, Iowa, have let the contract for their new elevator at Murdo, S. D., to W. N. Claus & Co. of Plymouth, Iowa.

The South Dakota Farmers' Elevator Co. has purchased the 40,000-bushel Van Dusen Elevator at Verdon, S. D., for a consideration of \$3,500.

The St. Anthony & Dakota Elevator Co. is building a new house at Nash, N. D. John Knapton of Brandon, Minn., is in charge of the work.

The Farmers' Elevator Company of Gackle, N. D., has been incorporated with \$10,000 capital stock by George Elhard, Jacob Muller, Jacob Gutschmidt and others.

The Farmers' Elevator Company has let the contract for its elevators at Waverly, S. D., to S. H. Tromanhauser of Minneapolis. The structure will cost \$5,500.

A farmers' elevator with a capacity of 35,000 bushels is being erected at Wetonka, S. D., which will give the town four elevators. E. B. Friel is president of the company.

A stock company consisting of F. W. Homeyer, Martin Stickel and Daniel Mettler has purchased the elevator at Eureka, S. D., formerly owned by the Poehler Grain Company.

The Farmers' Grain and Lumber Co. of Mott, N. D., has been incorporated. The directorate of the company includes H. O. Pearce, W. R. Bassford, George Kline and Oscar Covert.

The Farmers' Elevator Company is planning to erect a second elevator at Letcher, S. D., with a capacity of 35,000 bushels. The new house will give the company a total storage capacity of about 65,000 bushels.

The Independent Elevator Co. of Streeter, N. D., which recently purchased the Lyon Elevator at that place, has incorporated with \$6,000 capital stock. The incorporators are Jacob Graf, Sr., Gottlieb Kranzler and Philip Meyer.

A farmers' elevator company has been organized at Foley, S. D. An elevator will be purchased or built in time to handle this year's crop. William Dean has been elected president of the new company with Thomas Sweet secretary.

The Farmers' Elevator Co. of Cresbard, S. D., has let the contract for its new \$15,000 elevator at that point to S. H. Tromanhauser of Minneapolis. The house will have a capacity of 70,000 bushels and be constructed entirely of concrete.

The Empire Elevator Co. has sold its house at Groton, S. D., to a local company composed of F. G. Brookberg, H. W. Cassels, A. W. Krueger, J. C. Wegner and W. H. Wood. The company will be incorporated. The consideration was \$3,000.

The recently organized Brampton Farmers' Elevator Co. has contracted with Moulton & Evans of Minneapolis, for a 30,000-bushel elevator and feed mill at Brampton, N. D., to cost about \$7,000. J. C. Albrow is president of the farmers' company with George H. Riffin secretary.

MINNESOTA AND WISCONSIN.

The Loomis Elevator at Ruskin, Minn., will open up about July 1.

Bert Matz has purchased the Van Dusen Elevator at Waseca, Minn.

Flood & Hildebrand have succeeded Flood & Flood, grain dealers at Eden, Wis.

The Western Elevator Co.'s house at Fairmont, Minn., has closed until August 1.

The elevator at Hancock, Minn., is being torn down and will be shipped to Antelope, N. D.

The Duluth Elevator at Wolverton, Minn., is again open for business with A. W. Poyzer in charge.

The George Tileston Milling Co. is planning to erect a new 30,000-bushel elevator at St. Cloud, Minn.

D. D. Wechsler and Robert Nunnemacher are planning the erection of an elevator at Milwaukee, Wis.

Work has commenced on the new 40,000-bushel elevator for the Commander Mill Co. at Mapleton, Minn.

The Northern Milling Co. of Wausau, Wis., will build a 30,000-bushel elevator in that city during the summer.

A recent accident to the engine in the Farmers' Elevator at Hills, Minn., compelled a shut down for several days.

The grain firm of Wiseman & Allen at Winnetonka, Wis., has dissolved, Mr. Wiseman succeeding to the business.

Charles Hillsberg has purchased the McDonald Elevator at Bird Island, Minn., which he formerly owned, and will operate it.

The Lodi Grain Co. of Lodi, Wis., has been incorporated with a capital stock of \$10,000. The incorporators are: A. R. Reynolds, L. H. Spidde, Charles

Otto, L. M. Steele, A. W. Bryce, C. Falkenstein and O. W. Loff.

The Taaman-Ziegler Co. of Odell, Wis., was recently incorporated with a capital stock of \$30,000.

It is reported that Bingham Bros. of New Ulm, Minn., will rebuild their elevator at Seaforth, Minn.

Daniel D. Wechsler & Sons Co. of Milwaukee, Wis., has been incorporated with a capital stock of \$200,000, to carry on a general grain business.

The Stewart Elevator Co. is erecting a new elevator on F street near Fourteenth avenue, N. E., Minneapolis, Minn. The house will cost about \$7,200.

Christopher Borgerding of Belgrade, Minn., has purchased the elevator of J. Borgerding & Co. at Bowles, Minn., and installed Louis Chirhart as manager.

J. P. Larson, who sold his elevator at Baldwin, Wis., to a farmers' company some time ago, has purchased the elevator at Woodville, Wis., and is operating it.

The Bay State Milling Co. has purchased from the Atlas Elevator Co. the Terminal Elevator "A" at Winona, Minn. The house has a storage capacity of 250,000 bushels.

The Cargill Elevator Co. has closed its house at De Graff, Minn., for the summer and the farmers in that vicinity are agitating the formation of a co-operative elevator company.

Headley & Miller of Winnebago City, Minn., are negotiating for the elevator and grain business at Windom, Minn., formerly owned by W. S. Gillam. The plant has been idle for several years.

The Farmers' Elevator Co. will make a number of improvements in their house at Glenwood, Minn., during the summer. P. D. Gilbertson is president of the company and W. J. Hammond secretary.

The Farmers' Co-Operative Elevator Co. has been organized at Biscow, Minn., and has purchased the L. J. Button Elevator at that place. Albert Voss is president of the company and W. C. Wyatt secretary.

CANADIAN.

The Canada Grain Co. is planning to erect an elevator at Auburn, Ont., this summer.

Edward Haggerty has purchased the Northern Elevator at Arden, Man., and will operate it.

T. C. Milnes is building an elevator at the new town of Woodhouse, Alberta, on the C. P. R.

It is reported that the Medicine Hat Milling Co. will build an elevator at Grassy Lake, Alberta.

The Great West Grain and Elevator Co. is planning to erect an elevator at Red Deer, Alberta.

Brown & Hinchliff have acquired the elevators of the Wm. Hope estate at Carberry and Petrel, Manitoba.

The National Elevator Co. has commenced the erection of a 30,000-bushel elevator at Kamsack, Sask.

The capital stock of the Battleford (Sask.) Milling & Elevator Co., Ltd., has been increased to \$40,000.

D. W. Black and associates have purchased a site at Fort William, Ont., and will erect a 150,000-bushel cleaning elevator.

A farmers' elevator company has been formed at Killam, Alberta. E. H. Malcolm is secretary and treasurer of the company.

The Alberta Pacific Elevator Co. has sold its warehouses at Daysland and Strome, Alberta, and will at once erect 40,000-bushel elevators at those points.

The British-American Grain Elevator Co. is erecting nine elevators at points on the Canadian Northern Railway between Brandon, Man., and Regina, Sask.

The R. E. Jones Co. of Wabasha, Minn., is planning to erect several elevators in Canada this season. The contract has already been let for one at Warner, Alberta.

The Royal Elevator Co. is building 23,000-bushel house at Mortlach, Sask. This makes three elevators at that point. The same company is also building a house at Parkberg.

The new Great West Grain Co. of Brandon, Man., will erect nineteen new elevators in Alberta this season, including houses at Daysland, Camrose, Banff, Killam, Strome and Sedgwick.

The British-American Grain Co. has commenced the erection of a 25,000-bushel elevator at Kitscoty, Alberta. The company will also build elevators at Vermillion and Innisfree, Alberta.

A new elevator company is being organized at Calgary, Alberta, with a capital stock of \$600,000. Ten acres of land have been purchased in the eastern part of the city and work has commenced on the erection of a 250,000-bushel house.

The Consolidated Elevator Co. has let the contract to James Stewart & Co. for the building of a million-bushel reinforced concrete addition to its elevator at Fort William, Ont., to cost \$275,000. Work will

be commenced shortly and it is expected that the structure will be in readiness early next spring.

The Alberta Pacific Elevator Co. will build an elevator at Daysland, Alberta, during the summer. The Alberta Grain Co. of Strathcona, James Richardson & Sons of Kingston, Toronto and Winnipeg, and the new Great West Grain Co. have all three applied for elevator sites at Daysland.

[For the "American Elevator and Grain Trade."]

ELEVATOR AND GRAIN NEWS OF OHIO.

BY H. L. SPOHN.

Considerable uneasiness is being experienced by corn growers in various sections of Ohio, as to the present crop prospect. While the acreage is unusually large the prospect is not a flattering one. Much re-planting has been necessitated from various causes. The large amount of moisture is responsible for some of the seed rotting in the ground, but the greatest havoc is being wrought in some sections by the ravages of a small worm which is working destruction. It is practically new in this locality, although some farmers report having seen a few specimens last year during the month of June. It is said that the same kind of worm was prevalent about seventeen years ago, when it caused much damage. It is from one-eighth to one-half inch long, green in color with brown spots on the back. It begins work at the top of the young plant and then it eats a winding course downward until it reaches the kernel, when the plant is killed. Much late planting is the result of its work; and whether the crop has time to mature will depend much on the fall season.

Corn receipts have been quite heavy for this season of the year, and farmers are disposed to sell very close. More than 100,000 bushels came in during the week of March 5, but the strong demand from the Eastern markets has kept the local supply well down, so that there is now on hand here only about 65,000 bushels. The quality is first-class and no complaints are heard on that line.

There has been but little doing in wheat recently, and there is said to be but little left in first hands. The demand has been fair but little could be found to fill orders with. There is something more than 200,000 bushels in store here but very little of it is contract. The mills are running very light and flour is being ground practically for present use only, a weak domestic trade constituting the total business, and all export business being impossible propositions. The growing crop is making fair progress, and is now estimated at about 73% of an average condition, a considerable gain during the past month.

A series of disastrous fires at Continental, O., has resulted in the arrest of Charles Ferguson, who was charged with setting fire to a store building which was burned. The Buckeye elevator was ignited several times, but the flames were quenched and the building saved. David Adams, a sixteen-year-old boy, has confessed that he set fire to the Harmon Hay store house, which was destroyed some time ago, and he will be sent to the Boy's Home, at Lancaster.

The Montpelier Elevator, at Montpelier, O., has been leased by Dave Lantz, who will continue the business in his own name. F. H. Stewart, who has been manager for some time, will no longer be connected with the business. Lantz has not been engaged in the elevator business since his own elevator was destroyed by fire last February.

The contract for erecting the new grain building at the country fair grounds at Toledo, was recently awarded to Otto W. Holloway, at \$3,769.60. The structure will be of concrete, one story high, 80 by 186 feet, and will be completed in time for the fall exhibit in September.

C. S. Coup, general manager of the Northwestern Mill & Elevator Company, of Toledo, has returned from a trip through several eastern states. He reports flour trade dull, and dealers pursuing a hand-to-mouth policy.

Frank Andrews, special investigator of the bureau of statistics, of the U. S. Agricultural department, was in Toledo recently securing data relative to grain and seed interests.

A special election will be held on July 6, to fill the vacancy caused by the recent resignation of C. L. Cutter, as a member of the board of directors of the Toledo Produce Exchange.

The Croghan Construction Company has been incorporated and organized at Fremont, Ohio, for the purpose of erecting steel elevators and doing a general contracting business. The officers are: President, W. F. Schmidt; secretary, L. W. Dean; treasurer, S. M. Fronizer. The concern has the contract to build the \$15,000 farmers' elevator at Bellevue.

Because he bored holes through the bottom of a grain car and permitted the wheat to run out into sacks which he carted away, George Schmidt, a farmer residing near Bluffton, O., is now serving a sentence of thirty days, and a fine of \$25 and costs, at the Toledo workhouse.

F. O. Paddock of the Paddock-Hodge Company, has returned from a business trip to St. Louis and

other southwestern points, where he went in an effort to bring about some re-adjustment of freight rates which will make grain trade with that section a possibility.

Large delegations will go from Toledo, to attend the several summer conventions to be held at Cedar Point, Indianapolis, and Springfield, Ill.

F. R. Babcock, of the Findlay Barrel Co., Chicago, paid a recent visit to James Mattimore, Toledo representative of the concern.

William Kelley, employed on the new grain elevator being erected at Havens, O., is lying in a hospital at Fremont, as the result of serious injuries sustained from a fall from a scaffold.

The Farmers' Elevator Company of Bellevue, O., has purchased a site on the Lake Shore Railway, and will soon begin the erection of a large co-operative grain elevator, which will be completed in time to receive this year's grain crop.

George Watkins, formerly of Watkins & Co., a pioneer grain firm of Toledo, but now connected with a large Chicago concern, was in the city recently calling on old friends and renewing old acquaintances.

The recent effort of a number of the local grain men to have spring wheat enter Toledo as contract grade failed, due to the opposition, it is said, of certain milling interests.

COMMISSION

W. A. McCauley of the Wichita Seed & Grain Co., of Wichita, Kan., has purchased a membership in the Wichita Board of Trade.

O. W. Hutchison of Tonkawa, Okla., has purchased a membership in the Wichita Board of Trade and moved to Wichita, where he has engaged in the grain business.

E. L. Glaser, president of Rosenbaum Brothers, Chicago, left with his family and Mrs. M. Rosenbaum on June 1 for his annual vacation in Europe. He will spend the greater part of his time at Marienbad, Austria.

W. T. McCullough, who recently sold his interest in the Tri-State Grain Co. at Wichita, Kan., has opened an office in the Sedgwick Building in that city and engaged in business under the style McCullough Grain Co.

F. H. Peavey & Co. of Minneapolis, Minn., have opened an office in Produce Exchange, New York City. Henry W. Rubins will be manager and goes to New York from Minneapolis, where he has lived for the past five years.

The firm of Babcock, Rushton & Co. of Chicago, Ill., was formed May 1 to do a general business in grain, stocks and bonds. The members of the firm are Orville E. Babcock, Joseph A. Rushton, John H. Holden and William J. Louderback.

The Gale Bros. Co. of Cincinnati, Ohio, sent us a very handsome card calendar for the month of June. Above the calendar was a painting by Gutman, "The Runaways," representing two children in a boat which they have apparently unfastened from its moorings and gone out to see the world for themselves.

S. S. Carlisle, president of the grain firm of S. S. Carlisle & Co. at St. Louis, Mo., has moved to Omaha, Neb., and established a branch of the St. Louis houses. Before leaving St. Louis he was met by a number of his friends "on change" in the morning and escorted to the directors' room, where he was presented with a solid silver pitcher and salver and dozen gold lined salad spoons as a testimonial of the regard in which his business associates held him.

Tracy & Co., a grain and stock firm, with head offices at New York and branches in various large centers, failed May 18, with liabilities given at over \$1,000,000 and assets of approximately \$350,000. E. C. Benedict was named as receiver in New York and Judge Landis appointed the American Trust and Savings Bank as auxiliary receiver in Chicago. The cause of the failure was attributed to continuous withdrawal by customers of their accounts within the last few months and loss in outside ventures.

OBJECT TO NEW LAW.

The new law of Washington, providing for the inspection of hay and grain at the Sound, will be contested by Seattle dealers. The law went into effect on June 1, and calls for the payment of a fee of \$1 per car. The bill provides for the weighing also of grain by the State inspection department which is under the jurisdiction of the Railroad Commission.

The contention made against the law is that when dealers buy hay and grain in eastern Washington and store it in their own warehouses, and when needed have it shipped to the Coast, the inspection can not possibly affect the prices that are to be paid, and it merely means the inspection of a commodity shipped from one part of the State to another.

THE EXCHANGES

The "American Elevator and Grain Trade" is indebted to Secretary H. A. Plumb of the Milwaukee Chamber of Commerce for the Fifty-First Annual Report of that body.

The "American Elevator and Grain Trade" wishes to thank John R. Lofgren, Secretary of the Peoria Board of Trade, for the thirty-ninth annual report of that body, recently received at this office.

The Board of Directors of the Milwaukee Chamber of Commerce have fixed the fee for inspecting or sampling grain screenings at 30 cents per carload in place of the former charge of \$1 per carload.

Memphis grain dealers, in accordance with their custom, will close their places of business at 2 o'clock Saturdays during the summer months. A petition has been circulated and signed by over fifteen firms.

We are in receipt of the Annual Statistical Report for 1908 of the Kansas City Board of Trade, and wish hereby to express to E. D. Bigelow, the secretary of that organization, our appreciation for the courtesy extended.

The signs point toward the organization of a grain exchange at Oklahoma City, Okla. At the recent Oklahoma Grain Dealers' Convention the need of such an exchange was urged and steps were taken to bring about its organization.

On June 5 the St. Louis Merchants' Exchange held a jubilee entertaining delegations from the Kansas City, Omaha, Minneapolis, Chicago and Peoria exchanges. Over 100 delegates attended from Chicago, headed by a committee made up of J. C. Murray, W. H. Lake, J. E. Bennett, A. J. Rumsey and F. A. Paddleford.

Incorporation has been granted the Calgary Grain Exchange, Ltd., of Calgary, Alberta, with a capital stock of \$100,000. The provisional directors are Louis P. Strong, A. B. Campbell, P. J. Bergeron, Robert T. D. Aiken and L. W. Henderson. The company has been given all the powers usually granted to a grain exchange.

The Pittsburgh Grain and Flour Exchange held its annual election on June 8 for a board of managers and elected the following: R. E. Austen, W. W. Beatty, James Brown, John Dickson, T. J. Elwood, John Floyd, J. A. A. Geidel, W. N. Gordon, D. V. Heck, W. C. Hodill, J. A. McCaffrey, C. A. Foster and John R. Johnston.

The Minneapolis Hay Exchange has entered upon its official existence with a charter membership of twelve. H. L. Elliott of H. L. Elliott & Co. is chairman of the new body; N. Olson, vice-chairman; T. H. Kerwin, secretary, and H. S. Cleveland, treasurer. The board of directors consists of J. C. Miller, E. L. Phelps and C. S. Loftus.

The following resolution was recently passed by the Board of Directors of the Baltimore Chamber of Commerce and has been forwarded to Washington: Resolved, That the Chamber of Commerce brings to the attention of the Congress the annually increasing demand for wheat for consumptive purposes and the high prices now prevailing for so necessary an article, and therefore recommends that the duty be abolished.

By unanimous vote the directors of the Chicago Board of Trade recently adopted a resolution condemning a recent magazine article attacking the United States weather bureau and its management and went on record in "high appreciation of the efficient, prompt and accurate services of the bureau, under the administration of its accomplished chief, Professor Willis L. Moore. The weather bureau reports are of vast and constant value daily to the grain trade and the commercial, agricultural and marine interests of the entire country."

As a result of the new rule passed by the Chicago Board of Trade on May 26, there were both forenoon and afternoon deliveries on May contracts on May 29. The morning delivery was from 8:30 to 9:15 and the afternoon delivery from 12:30 to 1 o'clock. The rule provides that it shall be the duty of the party regularly holding a delivery notice at 9:15 a. m. to present the same at the office of its issuer before 11 o'clock a. m. of the same day. In the case of an afternoon delivery it shall be the duty of the party regularly holding a delivery notice at 1 o'clock p. m. to present the same at the office of its issuer before 11 o'clock a. m. of the next following banking day.

The amendment to the rules of the Chicago Board of Trade prohibiting the delivery of samples of grain in the exchange room by non-members, through any department of the Board of Trade, in competition with the members of the Board, was voted upon and adopted May 26. Under the old method the grain coming into Chicago was inspected on the tracks, the receivers' agents then taking samples and delivering them to the cash house on the floor. Under the new system all samples are taken directly to the office of the state grain inspection department and there inspected under the supervision of

the head inspectors. The receiving houses are then obliged to send to the inspection department for their samples.

The forty-first annual meeting of the New York Produce Exchange was held on May 25. The treasurer's report showed that the body is in excellent condition financially, with a net surplus of \$72,719.86 for the year. President Welding Ring, in his annual address, commented upon the unsettled conditions of the past year, and spoke in regard to the grain trade as follows: "The year has been an unsettled and unsatisfactory one in many respects. Although the crops for 1908 were all large, yet prices have been maintained at unusually high figures, which have prevented dealers and consumers from entering into large transactions or carrying any large supply of cereals at this port. In part this was owing to natural conditions, caused by a world-wide demand; but the speculative manipulations of Western markets have operated severely against legitimate trade. An unusual incident has occurred in the importation of cargoes of oats and corn from the Argentines, even in the face of a heavy import duty, and also heavy importations of oats from Canada."

WINNIPEG GRAIN EXCHANGE ELECTION.

The annual meeting of the Winnipeg Board of Trade was held on May 20. E. D. Martin was elected president to succeed H. A. Belcher. The following council and committee members were chosen:

For Membership of Council—H. N. Baird, H. B. Gordon, D. E. Sprague, D. K. Elliott, H. Annis, A. Congdon, R. R. Scott, John Aird, S. A. McGaw, J. T. Gordon, J. T. Reid, H. M. Belcher, W. Sanford Evans, M. T. McMillan, J. Y. Reid, J. B. Persse.

Chairmen of Committees—G. N. Jackson, board of arbitrators; John Fleming, general grain committee; E. A. Mott, agricultural implements committee; A. L. Johnson, insurance matters committee; J. H. Ashdown, legislation committee; H. W. Hutchinson, shippers' section committee; T. R. Deacon, manufacturers' committee; John Stovel, postal matters committee.

Insurance Matters—A. L. Johnson, D. K. Elliott, J. H. Ashdown, H. Miller, G. F. Galt, J. Y. Reid, G. N. Jackson, J. E. Holland, A. W. Chapman, E. Nicholson, A. C. Bulling.

Legislation—J. H. Ashdown, H. W. Hutchinson, W. S. Evans, G. F. Carruthers, W. J. Bulman, R. T. Riley, H. Annis, W. A. Black.

Manufacturers—T. R. Deacon, E. L. Drewry, G. F. Bryan, D. E. Sprague, M. Bull, John McKechnie, G. W. Erb, W. A. Black, G. W. Murray, John Stovel, W. J. Bulman, Wm. Martin, Peter Lyall.

Postal Matters—John Stovel, A. Strang, John A. Hart, W. G. McMahon, F. W. Drewry, A. A. Gilroy. Shippers' Section—H. W. Hutchinson, chairman; A. L. Johnson, J. H. Ashdown, H. M. Belcher, T. D. Robinson, H. B. Gordon, G. V. Hastings, E. D. Martin, M. F. Christie, F. W. Martin, R. R. Scott, F. W. Drewry.

CHANGES IN EXCHANGE MEMBERSHIP.

The following additions were made in the membership of the Buffalo Corn Exchange during the month of May, as reported by Secretary Fred E. Pond: H. C. Hamilton, Division Freight Agent of the Lehigh Valley Railroad Co.; W. E. Swanz, personally and representing the Seaboard Forwarding Co.; George E. Pierce, individually and representing the Monarch and Wheeler Elevators; Arthur & Page, grain and provision merchants. There were no changes or additions in the rules and regulations of the Corn Exchange during May.

Changes in membership in the Chicago Board of Trade during May are reported by Secretary George F. Stone as follows: New Members—W. H. Silberhorn, F. D. Gill, Albert B. McCue, John H. Holden, Conn Grable, L. S. Hoyt, Charles E. Kuh, A. A. Howard, W. C. Fleury and Abraham Goldstein. Transferred Memberships—Julian Kune, Ole Berger, Estate of J. F. Rumsey, S. A. Purtell, C. A. Pardridge, R. G. Tennent, Estate of Edward Valk, R. M. Dean, L. E. Wyman and James Doran.

The membership of Clarence B. Meyer in the Cincinnati Chamber of Commerce has been transferred to Roland A. Meyer. Superintendent C. B. Murray reports no change in rules during May.

Secretary H. A. Plumb reports the following changes in the membership of the Milwaukee Chamber of Commerce during the month of May: New members—H. C. Hinkley, William Young, Jr., J. S. Donsman and R. H. Norris. Transferred memberships—John Foley, Jr. (deceased), John Johnston (deceased), C. A. Chapin (deceased), and W. H. Simpson.

New members of the Minneapolis Chamber of Commerce since May 1, as reported by Assistant Secretary E. S. Hughes are: John N. Hokanson, Joseph P. Kelso, Frank C. Tenney, Frank E. Crandall, Louis K. Hull, Peter N. Haag, W. S. McLaughlin and Chris Borgerding. Withdrawals during that period were: George K. Gibson, James Campbell S. A. Purtell, Walter Fitch and A. C. Von Hagen.

Secretary George Hadrill of the Montreal Board of Trade reports the following new members during May: W. H. Walsh, Arthur Mignault, Hugh Burnett, W. Brisbane and S. Carsley.

Secretary H. S. Herring of the New Orleans Board of Trade reports the following new members during May: New Era Milling Co., Canal-Louisiana Bank & Trust Co., W. S. Bickford and the New Orleans Item. There were no withdrawals during that period.

W. H. Holliday of the Union Grain and Elevator Co., has been admitted to membership in the Omaha Grain Exchange. The only withdrawal during the month of May was B. J. Drummond.

Homer H. Dewey of W. W. Dewey & Sons was elected to membership in the Peoria Board of Trade during May. Wm. Moschel of Roberts, Moschel and Moseman, a member of the Board, died on June 9.

The following members were admitted to the Philadelphia Commercial Exchange at the May meeting, as reported by Secretary Frank E. Marshall: The Pere Marquette Railroad Co., R. Cecil Wilson, McKissick & Cannon, George A. Wenz, Clarence S. Woolman, Robert J. Gailey.

Secretary T. C. Friedlander of the San Francisco Merchants' Exchange reports the following recent changes in the membership in that body: A. B. Haslach, to succeed J. Haslach, deceased, and William Timson, to succeed C. W. Dorr.

Secretary George H. Morgan of the St. Louis Merchant's Exchange reports the following changes in the membership in that body during May: New members, David I. Geraghty, of Chapin & Co., and W. J. Ravold, of the W. L. Green Commission Co.; withdrawals, H. J. Berry and Ernest A. Witter.

HAY AND STRAW

J. E. West is considering the establishment of an alfalfa mill at Augusta, Kan.

Reports from England speak discouragingly of the English hay crop for this year.

Reports from New York state indicate an exceptionally large hay crop for this year.

The Salinas Valley Hay Co. of Salinas, Cal., has been incorporated with a capital stock of \$20,000.

The hay warehouse of the Benep-Bergelund Co., at Bozeman, Mont., was destroyed by fire recently.

An alfalfa milling company is being organized at El Centro, Cal., with a proposed capitalization of \$50,000.

The first cutting of the Oklahoma alfalfa crop occurred in the middle of last month, and exceeded expectations.

The Canes Warehouse at Oakland, Cal., was burned recently and 150 tons of hay lost. The total loss is about \$5,000.

The Clinton Alfalfa Mill Co., of Clinton, Okla., is planning to double its capacity. A 40 by 60-foot hay barn has already been erected.

A carload of hay belonging to Terpenning & Fox of Delanson, N. Y., was burned recently at Esperance, N. Y., and ninety bales were lost.

Page, Morgan & Dicks of Chicago, Ill., have incorporated with a capital stock of \$2,400. The incorporators are James C. Page, Walter Morgan and Charles B. Dicks.

The alfalfa mill of the M. C. Peters Mill Co., at South Omaha, Neb., which was burned on May 6, will be rebuilt at once. The insurance on the plant was adjusted at \$70,000.

The Dickinson Co. of Stockton, Cal., is planning the erection of an alfalfa mill at Modesto. Cal. The Grange Co. is also contemplating the erection of a mill at that place.

The new Colorado Alfalfa Mill and Power Co. has let the contract for a brick alfalfa mill at Fowler, Colo. The mill will measure 68x78 feet and be two stories in height.

The Consolidated Alfalfa Milling Co., of Newton, Kan., has determined to establish an alfalfa mill at Ellinwood, Kan., largely as a result of the efforts of the Ellinwood Commercial Club. The company will have other mills located at Newton, Saffordville, Clements and Great Bend, all in Kansas. The Ellinwood mill will have a capacity of two tons per hour.

NEW MINNEAPOLIS HAY EXCHANGE.

The Minneapolis Hay Exchange has begun its official existence in that city. While there has been a tentative organization for some time, it had no real official character. The new organization starts out with twelve charter members.

The rules and regulations of the exchange are modeled after the older organization in St. Paul. Other rules and regulations will be formulated and put in force as occasion requires.

H. L. Elliot of Elliot & Co., is chairman; N. Olsen, vice-chairman; T. H. Kerwin, secretary, and H. S. Cleveland, treasurer. The board of directors consists of J. C. Miller, E. L. Phelps and G. S. Loftus.

PERSONAL

Walter Hunsacker, formerly of Anna, Ill., is now buying grain at Helena, Okla.

D. S. Baker has taken charge of the warehouse of John H. Sheaffer at Greason, Pa.

A. F. Nieno has resigned as manager of the E. S. Moore Elevator at Holloway, Minn.

Eric Aspen has taken charge of the Brown County Elevator at Langford, S. D.

Anfin Osboe has been installed as buyer at the E. A. Brown Elevator at Hills, Minn.

John Christopherson has resigned as manager of the Reliance Elevator at Garner, Iowa.

Joseph Penkert has resigned as grain buyer for Schmidt & Anderson at Clements, Minn.

Leon Lange has been installed as manager of the Sleepy Eye Elevator at Ivanhoe, Minn.

Edward Griffith has succeeded John Moes as manager of the Eagle Elevator at Columbia, S. D.

Henry Huber has been transferred by the Hawkeye Elevator Co. from Forbes to Flasher, N. D.

H. T. Rose has been appointed local manager at Crystal Lake, Iowa, for the Clinton Grain Co.

O. C. Larson has succeeded H. H. Groven as manager of the Acme Elevator at Walum, N. D.

F. E. Burk has succeeded R. H. C. Hodgson as manager of the Atlas Elevator at Watertown, S. D.

George Walsh has accepted the position of grain buyer at the Northwestern Elevator at Milton, N. D.

Charles Stewart has succeeded O. G. Fosmo as agent for the Monarch Elevator Co. at Sykeston, N. D.

George O. Farrell has been promoted to the superintendency of the Kasota Elevator Co. of Kasota, Minn.

John D. Mitchell has been appointed grain buyer and manager for the Farmers' Elevator at Lovington, Ill.

J. L. Johnson has succeeded S. B. Stockwell as manager of the Hubbard & Palmer Elevator at Hartford, S. D.

Martin Toresdahl has taken the position of buyer for the Northwestern Elevator Co. at Pipestone, Minn.

Ed Erickson has succeeded Ben Dybdal as manager of the Osborne-McMillan Elevator at Elbow Lake, Minn.

J. S. Foster has been transferred by the Van Dusen Co. from Walnut Grove, Minn., to Raymond, S. D.

W. R. Smail of Chenoa, Ill., has succeeded Mr. Jaden as manager of the Charlotte Grain Co. of Charlotte, Ill.

L. G. Beale of Gilman, Iowa, has accepted the position of manager for the Western Elevator Co. at Toledo, Iowa.

Ernest Ocken of Cartersville, Iowa, has been engaged as manager of the Independent Grain & Lumber Co. of Dougherty, Iowa.

T. O. Davis, a prominent grain dealer of Minneapolis, was waylaid recently and relieved of considerable money and jewelry.

Peter Melby has resigned as manager of the Farmers' Elevator Co. at Russell, Minn., and will be succeeded by G. H. Walker.

P. M. Dickerson of Sanborn, Minn., has been appointed traveling auditor for southern Minnesota for the Western Elevator Co.

August Evert has removed from Morgan, Minn., to Lynchburg, N. D., where he has secured a position with the Amenias Elevator Co.

Frank Freeman has resigned as manager of the elevator of the Nye, Schneider, Fowler Co., at Fairmont, Minn., and has been succeeded by Fred Gust.

C. F. Levenhagen has resigned his position with the Thompson Elevator Co., at Howard, S. D., to take charge of the F. C. Smith Elevator at that place.

L. G. Orneson has succeeded Frank Lowery as manager of the E. A. Brown Elevator at Jasper, Minn. Mr. Lowery will go on the road for the company.

Potter & Co. have transferred A. Byron Smith, manager of their branch at Greenfield, Mass., to Athol, Mass. Charles Smith succeeds him at Greenfield.

Dexter W. Bunday, formerly buyer for the McCaul-Webster Elevator Co. at Judith Basin, Mont., has been promoted to the position of general superintendent of central Montana, with headquarters at Great Falls.

S. L. Chapin has relinquished the management of the Luverne (Minn.) Co-operative Elevator Co. to enter upon his duties as traveling representative

for Seidl & Dalton of Minneapolis. I. W. Brown has succeeded Mr. Chapin at Luverne.

Bert De Mersseman of Cresbard, S. D., has succeeded D. O. Smith as manager of the Vaughn & Brackett Elevator at Farmington, Minn.

Emil Oestreich has been secured as manager of the Farmers' Elevator at Garden City, Iowa. Gustave Bethke has succeeded to Mr. Oestreich's position at Hubbard, Iowa.

UNIFORM GRADING.

The Fraternity of Operative Millers of America, at the annual convention at Milwaukee, on June 4, adopted the following resolution:

Resolved: That the following resolution of a special committee appointed by President Lewis be adopted in full:

Recognizing the importance of the proper and uniform grading of grains, more especially wheat and corn, not only to the millers, but also to the farmers of the United States, and knowing that the present systems now in use are inadequate and deficient, it is hereby requested by the Fraternity of Operative Millers of America now in session at its fourth annual convention in Milwaukee, Wis., that the government of the United States take such action as will bring about a much needed improvement over the present method now in use and that the resolutions committee of the Fraternity of Operative Millers of America are hereby requested to draft suitable resolutions and recommendations covering this question, and that the secretary of the Fraternity of Operative Millers of America be instructed to place copies of these recommendations and resolutions before the proper officials at Washington, D. C.

That we, the Fraternity of Operative Millers of America, in convention assembled at Milwaukee, May 31 to June 4, 1909, do heartily indorse the investigations now being made with regard to milling qualities of the various kinds, classes and types of wheat grown in the different sections of the United States, with a view toward laying the foundation for definite and logical commercial grades of same. Said work being carried on by the office of Grain Standardization, Bureau of Plant Industry, United States Department of Agriculture.

Resolved: That the policy of our association for the purpose of bringing about a more uniform grading and inspection of grain be pursued in a vigorous manner, as we feel that the present grades of grain given us by the different boards of trade are undesirable for milling purposes.

The subject had been previously referred to by John D. Shanahan, chief of a bureau of grain standardization, who had urged co-operation of the Fraternity with the eleven stations of his bureau now in operation, studying the practical side of inspection and the mill values of wheat.

After Mr. Shanahan's address there was a free discussion of the whole subject, followed by the appointment of a special committee which adopted the resolution above quoted.

FARMERS' EDUCATIONAL AND CO-OPERATIVE UNION OF AMERICA.

On the call of the managing spirit of the Society of Equity a company of farmers met at Springfield, Mo., coming from various States of the Northwest, Southwest and Southeast as representatives of the body named in the caption. The immediate purpose was to stimulate, if possible, the building of more farmers' elevators. The officers of the Missouri State organization are: N. H. Summit of Green County, president; J. A. Miller, Mississippi County, vice-president; L. F. Luthy of Laclede County, secretary and treasurer; J. E. Fulkerson of Laclede County, business manager.

This organization, which is said to be of Texas origin, now claims a membership of 1,500,000 in the 24 States. The reported Missouri membership is 12,000 men and 3,000 women in 800 local unions. It is the (paper) object of the union, like the Society of Equity, "to make 'standard' prices for everything raised on American farms, from a bale of cotton to a dozen eggs. As yet, however, there has been no scale of prices fixed to cover the whole list. That is a matter to be worked out by each State organization. There is a minimum and maximum price for wheat, the so-called 'fair' or 'standard' price for that grain being \$1 a bushel. It is the [paper] purpose of the Union to have elevators in which can be stored to be sold at such time and for such prices as the local may think best, provided that none be sold below the minimum price, and that none be held for more than the maximum price, all sales conducted through the business agents, the Union being at work to eliminate the middle man."

This is attempted by having the business agent deal directly with consumers, so each business agent has a list of mills and grain buyers who want the actual grain for manufacturing or feeding purposes, and he keeps in touch with them by correspondence. Each local has a business agent, and there is one for each State, and a National business agent.

In the local unions it is a secret society.

Send us the grain news of your neighborhood.

IN THE COURTS

Charles L. McCloud has instituted a replevin suit at Joliet, Ill., naming Edward C. Clark, Jane Crawford and Katherine Crawford as defendants. The suit is the result of the carrying away of a certain amount of grain which belonged to the plaintiff from the elevator at Channahon, Ill.

The judgment of \$50,000 in favor of the Buffalo Grain Company of Buffalo, N. Y., against the Western Elevating Association, has been sustained by the Court of Appeals. The damages arose when the old Ontario elevator toppled into the Evans slip at Buffalo, ruining grain stored in the elevator by the plaintiff company.

An injunction has been issued from the Alton City Court, at the request of H. M. Schweppe, which restrains Mayor Edmund Beall of that city from signing a lease to the Stanard-Tilton Milling Company for permission to erect an elevator on the Alton levee. The move was made by the owners of property fronting on the levee.

The Wisconsin Central has withdrawn its appeal to the United States Supreme Court in the rebating case in which, with the Great Northern and Omaha roads, it was fined, over two years ago, and has sent its check to the Government for \$20,000 to cover the fine. The three roads were indicted and convicted on the charge of rebating on shipments of grain to Duluth. The other two roads paid up long ago.

Mrs. Mary Shull has instituted suit in the Circuit Court at Memphis, Tenn., against the Memphis Elevator Company for \$25,000 damages. The suit is based upon the alleged negligent killing of William Shull, husband of the plaintiff, who was smothered in a grain bin during April. Shull, a carpenter, was working on the bin when it is alleged that some employe negligently dumped it full of oats, smothering the carpenter to death.

A verdict has been reached awarding \$864 to William Tolmee & Co., grain dealers of Rodney, Ont., in their suit against the Michigan Central Railway. The plaintiffs consigned a carload of wheat via the Michigan Central Railway to the Traders' Bank at Dulton for Henry Hollingshead. A ten days' draft for \$1,058.72, the amount due on 1,102 bushels of wheat at 96 cents per bushel, was attached. The wheat was delivered to Hollingshead by the railway company, although the draft was never paid. Alleging the delivery to have been wrongfully made, Hollingshead being at that time hopelessly insolvent, Tolmie & Co. brought action against the railway company for \$1,060.05, the value of the wheat.

Following an involuntary petition in bankruptcy filed by the Illinois Central Railroad, the J. A. Grier Grain Company of Peoria and the Uplike Grain Company of Chicago, A. A. Hornsby has assumed charge as temporary receiver of the Henry A. Klyce Company of Dyersburg, Tenn. The claim of the Illinois Central alone amounts to \$70,670.54, and, according to a statement of the receiver, the total liabilities will be about \$250,000. The company's main asset is the elevator at Dyersburg, which is valued at something like \$200,000. The alleged indebtedness to the Illinois Central came about when the Klyce company took out carloads of grain consigned to it on sight draft bills of lading, without payment of same. The Illinois Central agent at Dyersburg was removed following the discovery of the indebtedness, it being alleged he permitted the firm to take out the grain. The petition in bankruptcy was based on a letter said to have been written by the firm, admitting insolvency. Accounts due for recent heavy shipments are said to be a substantial part of the assets. The immediate cause of the crash is believed to have been too heavy purchases.

The long-standing rebate case against the Iron Mountain Railroad was cleared up at Little Rock, Ark., on June 5, when the road entered a plea of guilty and was fined \$15,000. T. H. Bunch, the grain man, of Little Rock, who received the rebates, had been fined the same sum several weeks ago, and at the same time W. C. Stith, then freight traffic manager of the Iron Mountain, pleaded guilty to granting the rebates and was fined \$2,500. Assistant Attorney-General Wade H. Ellis issued a statement from Washington explaining that before consenting to the imposition of the \$15,000 fine against the railroad company he had caused to be made a careful examination of all the circumstances under which the rebate was given, and was fully convinced that the railway company was not morally, but only technically, guilty of any offense against the Elkins law. It appeared from this investigation that the payments were made by the former traffic manager, not only without the direction and knowledge of the present superior officers of the railway company, but in direct violation of express orders given by the vice president, who, upon assuming control of the property, in St. Louis, had given explicit instructions that no rebates of any character should be given and no preferences of any kind shown to any shippers.

ASSOCIATIONS

Secretary Dorsey of Texas, announces that he is about to form a partnership with his son, Royce Dorsey, in the grain business.

Secretary Dorsey of Texas, announces that the Marsh Milling and Grain Co., Madill, Okla., has been elected to membership in the Texas Association.

The Marsh Milling & Grain Co., of Madill, Okla., has been elected to membership in the Texas Association. The revised membership list is now in the hands of the printer.

The Official List of Regular Grain Dealers of the State of Kansas, by Secretary E. J. Smiley, 26 Crawford Bldg., Topeka, is now ready. Price \$1. It is corrected to June 1, 1909.

The Cincinnati Grain Dealers' Association was formed at a meeting held on June 2, W. W. Granger was chosen chairman and Charles E. Van Leunen, secretary. The purpose is to arrange a clearing house for credit information as to buyers.

S. W. Strong, secretary of the Illinois Grain Dealers' Association, reports the following new members: J. R. Aston, Emden; Thos. E. Doyle, Morrisonville; Empire Grain Co., Decatur; Hall-McClure Co., Board of Trade Bldg., Peoria; Otis C. Marvel & Co., Waynesville; O. I. Richolson, Steward; H. Van Bening, Emden.

ASSOCIATION MEETINGS.

The American Seed Trade Association will hold its annual meeting at Niagara Falls, Ont., on June 21-25.

The mid-summer meeting of the Indiana Grain Dealers' Association will be held in the Assembly Room of the Board of Trade at Indianapolis, on June 23.

The Ohio Grain Dealers' Association will hold the annual meeting at Cedar Point, Sandusky, Ohio, on June 24 and 25.

The National Hay Association will hold the annual meeting at Cedar Point, Ohio, on July 27-29. Headquarters at the Breakers.

The Grain Dealers' National Association meets at Indianapolis in October, Headquarters at Claypool Hotel.

IOWA MEETINGS.

Secretary Geo. A. Wills, of Iowa, under date May 21, gives notice as follows:

The North Iowa Coal Club will hold their annual picnic at Clear Lake, Iowa, on June 18, and the grain dealers have been invited to attend. The headquarters will be at the "Oakes" hotel. The day will be spent at a picnic on the island.

The Western Grain Dealers' Association will hold an outing at Lake Okoboji, probably during the last three or four days of the month of June. This will give an opportunity for those who desire to do so to go to the lake on Saturday, June 26, and continue their stay for several days. The important days will probably be June 28th and 29th.

The annual business meeting of the Western Grain Dealers' Association will be held at Des Moines, on July 13, as usual, although we do not expect to have much of a program aside from the regular business.

NATIONAL HAY ASSOCIATION.

The National Hay Association is getting ready for the annual meeting. Pres. Meyer is at work on the annual program which will be ready to announce on July 1. It is now known, however, that Gov. Harmon of Ohio will deliver the welcoming address.

The following is a list of new members of the Association added since the publication of the last convention report.

Price & Price, Galion, O.; U. S. Abshire, Honey Creek, Ind.; F. D. Brandt, Van-Wert, O.; Kendrick-Roan Grain & Elevator Co., Nashville, Tenn.; W. H. Lilley, Jefferson, Colo.; S. W. Bowne Co., Brooklyn, N. Y.; Van Etten Produce Co., Van Etten, N. Y.; The Jamison-Conger Grain & Produce Co., Trinidad, Colo.; Ferdinand Maier, Wilkesbarre, Pa.; Edward J. Gage, Greenville, S. C.; Howard S. Rickerson, New York, N. Y.; Franklin Feed Stores, New York, N. Y.; John Holden, Yale, Mich.; Adams Bros. Payne Co., Lynchburg Va.; T. H. Bunch Co., Little Rock, Ark.; Wyalusing Hay Co., Wyalusing, Pa.; E. C. Whelden, Providence, R. I.; Martin Dawson, Ypsilanti, Mich.; H. L. Hunt, Ramsey, Ill.; G. W. Gardner, Bloomingburg, O.; City Supply Co., Carrollton, Ga.; Davidson & Owen, Grover Hill, O.; G. W. Van-Ripper, So. Rockwood, Ill.; J. M. Williams Co., Memphis, Tenn.; Paul Coleman, Paulding, O.; D. H. Richardson, St. James, O.; Georgia Brokerage Co., Atlanta, Ga.; H. A. Brown, St. Peters, Ill.; Floyd Burlington, Marcellus, Mich.; F. C. Ayres Mercantile Co., Denver, Col.; R. D. Holloway, Newport News, Va.; W. W. Dempster, Providence, R. I.; C. M. Horst, Hagerstown, Md.; Galbraith, Bacon & Co.,

Seattle, Wash.; Sherman Hart, Hicksville, O.; G. W. Haxton & Son, Oakfield, N. Y.; A. A. Ducharme, Boston, Mass.; Bad Axe Grain Co., Bad Axe, Mich.; Coleman Dunn, Clearbrooks, Va.; The Clark Grain & Hay Co., Pittsburgh, Pa.

INDIANA STATE MEETING.

Following is the program of the mid-summer meeting of the Indiana Grain Dealers' Association at the Board of Trade Assembly Room, Indianapolis, on June 23:

Wednesday, 10:00 a. m.—(1) President's address, by Wm. B. Foresman; (2) address, by C. S. Shotwell, of the Fairbanks-Morse Co., Indianapolis, Ind., on "Scales"; (3) address, by Warren T. McCray, Kentland, Ind., on "Cooperation of Cars"; (4) discussion; (5) adjournment.

Afternoon Session, 2:00 o'clock.—(1) Paper by A. F. Files, Indianapolis, Ind., on "Brokerage for Country Dealers"; (2) discussion; (3) address on "Freight Rates," by S. S. Reeves, Chief Rate Clerk, C. C. & St. L. Ry., Indianapolis, Ind.; (4) question box, open for any questions pertaining to the grain trade, or kindred subjects; (5) adjournment.

Evening, 8:30 o'clock.—Banquet, address by Mayor Bookwalter, address by Governor Marshall, miscellaneous, home.

THE FEED MEN.

The American Feed Manufacturers' Association was organized at Chicago on May 25, with J. H. Genung of the American Hominy Co., Indianapolis, president, and W. R. Anderson of "Flour and Feed," Milwaukee, secretary. The object of the Association is to raise the standard of feed products, secure uniform feed-stuffs laws, and to give the trade the benefit of united action on problems of common concern.

Prof. F. D. Fuller, chief of the laboratory for the investigation of animal feeds and grain, of the Agricultural Department, made an address in which he said that "the formulating of a uniform feed law for the various States, is probably 'the foremost question which can come before you for solution,' because the competition of the States in the laws is causing 'confusion and disorder in the regulations governing the manufacture and sale of a certain valuable commodity.'"

FEED DEALERS.

The National Association of Feed Dealers was held at the Auditorium, Chicago, on May 24-25.

The annual reports showed a membership of 121, in 17 different states, of whom 53 are manufacturers and 68 jobbers or wholesale dealers.

The time was devoted to the discussion of feed stuffs laws, analysis of feeds, etc. The moisture problem in feeds was referred to by several speakers. The importance of fixing a maximum limit is conceded, in order to check fermentation and consequent deterioration, so that an analysis is not complete that does not show the moisture content.

The following officers were elected: S. F. Scattergood, president Philadelphia Commercial Exchange, president; E. C. Weston, Minneapolis, and J. H. Genung, Indianapolis, vice-presidents; George A. Schroeder, Milwaukee, secretary-treasurer.

DOCKAGE IN MISSOURI-KANSAS.

Secretary E. J. Smiley, of Kansas, under date May 11, says:

"The decision of the Supreme Court of this State in the Amos Martin case is that Martin did not violate the Kansas law making it a crime to deduct any quantity or amount from the actual weight of the article purchased without express agreement with the seller.

"Mr. Martin, operating an elevator in Kansas, purchased a car of wheat on the floor of the Kansas City exchange, and when making returns deducted 100 lbs., and was arrested for a violation of the Kansas statute. The court does not express any opinion on the law; but holds that the transaction was made in Missouri, and hence Martin cannot be punished in Kansas.

"The same day our Supreme Court handed down this decision the Missouri Legislature passed the following bill which will become a law as soon as printed in the official papers:

"Every sale of grain, seed, hay or coal shall be deemed to be made on the basis of the actual weight thereof, unless a different basis is established by the express agreement of the parties to the transaction. Any purchaser of grain, seeds, hay or coal who, without express agreement with the seller thereof, shall knowingly deduct any quantity or amount from the actual weight or measure of the article purchased, and without payment therefor, under claim of right to do so by reason of any custom, rule of a board of trade, or any other pretense whatsoever, shall be deemed guilty of a misdemeanor, and subject to a fine of not less than \$25, nor more than \$100 for each and every offense. No agent or broker selling grain, seed, hay or coal for the owner thereof shall be presumed to have authority to sell any grain, seed, hay or coal on a basis other than that of the actual weight or quantity thereof, but express authority to allow any deduction must be proved.' We presume this will put a stop to this illegal practice."

OBITUARY

William Moschel, of the firm of Roberts, Moschel & Mosiman, members of the Peoria (Ill.) Board of Trade, died on June 9 at his home at Newton, Ill.

John H. Gregg, a prominent grain dealer of St. Joseph, Mo., dropped dead on June 3, following a game of golf at the Country Club. Mr. Gregg was fifty-five years of age.

Seth J. Hall, a prominent and wealthy grain dealer of Meriden, Conn., died in that city on May 27, at the age of eighty. Mr. Hall was a native of Middletown, Conn., but had resided at Meriden for many years, representing his district in the state senate at one time. He leaves a widow, two sons and a daughter.

Lee E. Thompson, local manager for the Milwaukee Elevator Co., at Merton, Wis., was accidentally killed at that place recently. While out hunting gophers, which had become an annoyance about the elevator, Mr. Thompson's gun was accidentally discharged, killing him instantly. He was fifty-seven years of age and leaves a wife and two children.

Simon Simonson, for many years prominent as a grain merchant at Parsons, Kan., died recently in a hospital at Springfield, Ill. Mr. Simonson was eighty-six years old and for many years was one of the prominent business men of Parsons. He removed to Springfield about five years ago. His funeral in Parsons, was attended by a large number of the early pioneers of that section.

A. E. McCarthy, one of the pioneers of the Minneapolis Chamber of Commerce, died at his residence in that city on May 31. Mr. McCarthy was sixty-eight years of age and left no children. For a number of years he was in the hay and grain business in Minneapolis, joining the Chamber in the second year of its existence, when a membership was procurable for twenty-five dollars. Of late years he had practically retired from business.

Elijah H. Blodgett, one of the most prominent citizens of Red Wing, Minn., was found dead in bed on the morning of June 6. Heart disease was the cause of his death. Mr. Blodgett was born at Weathersfield, Vt., on February 16, 1832. He removed to Red Wing in 1866 and entered the employ of T. B. Sheldon, who conducted a large grain business. Later Mr. Blodgett was admitted to the firm, then known as T. B. Sheldon & Co. He continued in the business until 1902, when he sold his interests and retired. During his more active days, Mr. Blodgett served as mayor and alderman of Red Wing, and had extensive holdings among the manufacturing industries of that city. Mr. Blodgett was married in 1855 to Sarah P. Sturtevant of Hartland, Vt. Mrs. Blodgett died in 1906. There are no children surviving.

USING THE RIVERS NOW.

The New Orleans *Picayune* argues that, while river improvement is necessary, the Mississippi river and its main tributaries are not utilized as they should be in their present condition, and that something immediate should be done. Steps have been taken in St. Louis to put on the river a fleet of barges constructed for present needs in the transportation of heavy freight. The Business Men's League of New Orleans has a similar movement in hand. "Even should St. Louis inaugurate this modern boat line," says the *Picayune*, "the upbuilding of valley commerce on the big scale through New Orleans could not proceed until modern river-front warehouses, economic freight-handling equipment and the other essentials to modern traffic be installed."

It would be no difficult undertaking to build barges of large capacity and light draft, to carry, at present river stages, grain in bulk, flour, cotton, provisions, pig iron and other products, with the aid of powerful tugs drawing a few feet. Facilities for handling this freight should be provided on a modern scale, which means a saving in time and money, and opportunities for tramp steamships that do not now exist at New Orleans. Permanent deep channels will come, but it is needless to pursue a do-nothing policy now on such rivers as the Mississippi, Ohio, Missouri and others draining the greatest valley in the world. St. Louis, New Orleans and Kansas City are waking up on this point. In the foreign exports of the United States the Mississippi valley furnishes 85 per cent. Its greatest natural pathway to the sea is the Mississippi river.—St. Louis *Globe-Democrat*.

Consul-General R. M. Bartleman, of Buenos Ayres, reports that Sunday & Co. are erecting a new grain elevator, whose intake capacity will be 60,000 tons per 24 hours, at Rosario, the second city in population in Argentina, which, with its improved railway and steam communication, is rapidly increasing its importance as a producing and distributing center for a very large extent of territory.

COURT DECISIONS

[Prepared especially for the "American Elevator and Grain Trade" by J. L. Rosenberger, LL.B., of the Chicago Bar.]

Validity of Bills of Lading Issued Without Receipt of Grain.

Whether the agents of a common carrier have authority to bind the carrier by the issue of bills of lading when the property is not in the possession of the carrier, the Supreme Court of Kansas says (*Missouri, Kansas & Texas Railway Company vs. Sealy*, 99 Reporter, 230) is a question upon which two antagonistic doctrines prevail:

(a) One holds that it is not within the scope of the authority of an agent of a common carrier to issue a bill of lading without the actual receipt of the goods, and that the bill of lading so issued conveys no rights to an innocent holder thereof. This rule obtains in the Federal courts and in many of the State courts.

(b) The second holds the carrier liable, because the knowledge whether the goods have been received, and, therefore, the power in fact conferred, lies peculiarly with the carrier's agent, who is held out to the public as having authority to make a statement upon which innocent parties may rely; and the carrier is, therefore, estopped to deny the receipt of the goods as stated in the bill. This doctrine is the law in Kansas.

The latter doctrine rests also for its support largely upon the quasi-negotiability of bills of lading and the commercial necessities of the rule growing out of the usual method of transacting business of this character, and the mutual advantages which the shipper, carrier, and the public derive therefrom. The following, among other authorities, support this doctrine: *Armour et al. vs. Michigan Central R. Co.*, 65 N. Y. 111; *Bank of Batavia vs. N. Y. L. E. & W. R. Co.*, 106 N. Y. 195; *Brooke vs. N. Y. L. E. & West. R. Co.*, 108 Pa. 529; *S. C. & P. R. Co. vs. First National Bank*, 10 Neb. 556; *St. L. & I. M. R. Co. vs. Larned*, 103 Ill. 293. Other courts have approved the reasoning, although they have adopted the contrary view on account of their desire to follow the decisions of the Federal courts and prevent a conflict of authority on questions of commercial law within their states. *National Bank of Commerce vs. Chicago, Burlington & N. R. Co.*, 44 Minn. 224.

But in an action against a common carrier based upon bills of lading involving no question with respect to the right of the carrier to limit its common-law liability, the rights and obligations of the parties are to be determined by the law of the place where the contract was made. So in an action brought in Kansas against a common carrier, to recover moneys advanced on the faith of bills of lading issued by the agents of the carrier without the actual receipt of the property, an answer which alleges that the bills were executed and delivered in the State of Missouri, and that when they were issued the statutes of that State made it unlawful for a common carrier to issue bills of lading without the actual receipt of the property, and that the Supreme Court of Missouri has held, and still holds, in construing the statute, that all such bills of lading are absolutely void, and that no action can be maintained thereon by any holder or assignee,—states a good defense, as against a demurrer, to the action brought in Kansas.

Power of Representative of Grain Company to Bind Same for Cost of Information.

The defense in the case of *Law Reporting Co. vs. Grain Co.*, 115 Southwestern Reporter, 475, an action brought to recover some \$486.90 for the testimony and report in a hearing before the Interstate Commerce Commission in the investigation of the relation of railroad companies and grain and elevator companies, was that the employee of the grain company who gave the order for such testimony and report had no authority to make the contract. But the Kansas City Court of Appeals holds otherwise; and affirms a judgment for the plaintiff, it appearing that the company operated a grain elevator and that this employee was its agent and did all its business in buying and selling grain, and that he was the proper party to receive and open all the correspondence addressed to the company, whose duty it was to refer it to some one else or to dispose of it in some other manner.

The court is convinced, in the first place, it says, that he, this employee, when he made the contract in question, was exercising a power which was "reasonably necessary and proper to carry into effect" the main power conferred upon him as the sole agent of the corporation to buy and sell grain. It was important for him to be thoroughly informed as to all questions pertaining to the rates charged by carriers for the transportation of grain, as such rates would affect the price to be paid for it. It is a well-known fact that the price of the commodity varies in different localities. Its price depends upon the distance from the great centers of trade; and the rates of transportation varying

according to the distance. The court takes judicial notice that the Interstate Commerce Commission under the law of its creation has much to do with the charges made by carriers for all kinds of products coming within the class known as interstate commerce. The court can well understand that an agent intrusted by his principal with the sole power of buying and selling grain could obtain much information that would be useful to his principal in his business from the reports and proceedings of the Interstate Commerce Commission. The more complete the agent's knowledge of the business, the more efficient he would be as such, and anything that would increase his means of information materially and necessarily pertained to his authority.

And the grain company was also bound by the act of its agent on another ground. In intrusting him exclusively with the duty of receiving and opening all correspondence addressed to it by its corporate name and to determine in his discretion to what department or agent of the company the matters to which such correspondence related, so far as third persons were concerned, it estopped itself from asserting that his act was without authority. If, when he assumed to contract in the premises for his principal, he went beyond his delegated powers, his act nevertheless bound his principal on the ground that it had by its negligence and omission of duty permitted third persons to reasonably conclude that he was acting within the scope of the powers conferred. It was the duty of the grain company in the exercise of ordinary care to have known in what manner its agent was handling its correspondence. The plaintiff, when it received his answer to its correspondence addressed to the corporation, the letter signed in the name of the corporation, had the right to assume it was written by one authorized to write it; otherwise, no one would be safe in dealing with a corporation by letter for how is he to know who has and who has not the required authority to act.

ARBITRATION DECISIONS.

The following decision has been made by I. A. Prebble, C. A. Smith and F. B. Bonebrake, constituting the arbitration committee of the Kansas Grain Dealers' Association:

Western Grain Co. v. C. W. Hoyt Grain Co.—In the above entitled cause the evidence introduced shows:

(1) That on October 30th, 1908, the plaintiff, the Western Grain Co., sold to the defendant, the C. W. Hoyt Grain Co., a number of cars of corn for shipment to Kansas City "this week," which should be by October 31, 1908.

(2) That said cars of corn were shipped from stations located south and west of Wichita within the time specified, but the plaintiff, in accordance with its usual custom, billed such shipments from the point of origin to Kansas City with the notation, "stop at Wichita for inspection," on the bill of lading.

(3) Wichita is a division point en route, at which trains are broken up and new trains made up for further movement.

(4) The plaintiff was advised upon November 2 and 3 of the arrival of the cars in question in Wichita; and the same were promptly inspected and released. In no case did the time between advice of the arrival of any car and its release amount to five hours.

(5) Upon presentation to the defendant of the drafts drawn upon said cars by the plaintiff, the said defendant looked over the bills of lading attached and noted "stop at Wichita for inspection"; whereupon the defendant refused to pay said drafts and turned the cars back to the plaintiff.

(6) The plaintiff having the cars tendered to the defendant refused, then proceeded to dispose of same to the best advantage possible for the account of whom it might concern. The refusal of the defendant to accept these shipments resulted in a loss to the plaintiff of \$261, for which amount the plaintiff asks judgment.

The question at issue is whether or not the purchaser is entitled to demand a bill of lading exactly in accord with his shipping instructions, with no notations thereon whatever except such as the purchaser has given to the shipper, regardless of whether he is damaged thereby or not.

Your committee finds that the practice of stopping cars of grain in transit for inspection is authorized by railway companies without prejudice to their further stoppage for cleaning or milling purposes and without change in the freight rates or otherwise; hence the only possible way in which the purchaser could be damaged by a stop for inspection would be that it might result in delay in the movement of the grain. In the case in hand a premium was paid for immediate shipment, and your committee finds that such immediate shipment was made.

Your committee finds that the plaintiff complied with the terms of the contract; and that it then became incumbent upon the defendant to pay the plaintiff's draft upon presentation, and that the defendant erred in refusing to do so. After the payment of the drafts and the acceptance of the ship-

ments, the defendant would have been entitled to recover from the plaintiff any damages arising to him by reason of any action of the plaintiff not authorized by the defendant. In this case by reason of any delay resulting from the stop in transit for inspection.

The defendant has not proven—has not so much as attempted to prove—that the stop for inspection really resulted in any delay in the movement of the grain. If there was no delay, there is no damage. Any reason assigned by the defendant for his refusal to accept these shipments is based upon grounds too indefinite, too uncertain and too remote to constitute any measure of damage in his behalf.

Your committee therefore finds that the claim of the plaintiff is well founded, and that he is entitled to recover the amount prayed for; and we accordingly award the plaintiff his claim of \$261, which amount the defendant shall pay, together with the cost of this arbitration in the sum of \$5.

The following decision has been made by C. L. Moss, Edward B. Doggett and E. R. Kolp, constituting the arbitration committee of the Texas Grain Dealers' Association:

Jockusch-Davisin Co. vs. McKinney Elevator Co.—In the above styled cause, pending adjustment by the arbitration committee of the Texas Grain Dealers' Association, we, the said committee, find as follows:

It appears from the papers submitted that on September 12, 1908, the McKinney Elevator Co. sold to the plaintiff two cars of No. 3 mixed corn at 74c per bushel, delivered Galveston, shipment that day.

There is no dispute about the grade or the weight. Plaintiff contends that neither car was shipped on September 12, and submits a letter from the agent at McKinney, stating that one car, S. P. 84339, did not move out of McKinney until September 13, which was Sunday. This car was undoubtedly received and signed for by the railroad company on September 12, and is, therefore, applicable on the contract at the full contract price.

The evidence submitted shows that M., K. & T. car 16331, containing 1,011 bushels, was loaded on September 12, but that the bill of lading was not actually signed until Monday morning, September 14. The defendant admits this fact.

The committee further finds that 1c per bushel premium was paid for this corn because it was to be shipped on the day of purchase, or September 12, and that the defendant, failing to ship on this date, should lose this premium.

Therefore, it is ordered that the defendants, the McKinney Elevator Co., immediately pay to the plaintiffs, Jockusch-Davisin & Co., at Galveston, Texas, 1c per bushel on 1,011 bushels, or \$10.11. The Secretary is hereby ordered to return to the plaintiffs their deposit fee.

The following decision has been rendered by C. L. Moss, E. W. Rollow, and J. Van Steinyk, arbitration committee of the Texas Grain Dealers' Association:

Roy Campbell vs. Wm. Bondies & Co.—In the above styled cause, pending action of the arbitration committee of the Texas Grain Dealers' Association, we, the said committee, find as follows:

This difference is on a contract for the sale and purchase of a number of cars of hay, sold by defendant to plaintiff, basis "track San Antonio," without anything being said as to what weights and grades were to govern final settlement; and this being the case, the committee holds that Rule 34 of our Trade Rules would apply in this case, and that Santa Fe weights and grades should govern.

However, the committee is of the opinion that in such a contingency the shipper, who is the defendant in this case, is entitled to weights that would seem reasonably accurate; and from the investigation of the papers presented, it appears to the committee that such weights were not furnished the defendant by the plaintiff in these claims, the plaintiff himself admitting that one of the parties weighing part of the hay was not considered sufficiently reliable to be permitted to remove the hay from the car without being checked out by a railroad employee.

The committee further finds that some of the hay was permitted to remain on the track for more than thirty days after dates of E/Bs, when the freight appears to have been paid, and there is no record to show where these cars were or who had charge of them, whether or not they were sealed or locked, and in many cases the shortage in weight is not more than a reasonable shrinkage; and for this reason the committee is of the opinion that the plaintiff has not produced evidence sufficient to establish his claim, and the committee renders a verdict in favor of the defendant and instructs the secretary to return the defendant deposit fee in this case.

First sales of new 1909 crop oats were made at Chicago on May 18 from north-central Illinois for August shipment. Sales aggregated 6,500 bushels new No. 3 white at 45c per bushel, or 1½c over September delivery price at time of sale.

TRANSPORTATION

The Nebraska Railway Commission has issued an order equalizing flour and wheat rates in that state.

On June 1 the number of idle freight cars in the country was less than at any time during the year, being 272,650 against 332,513 on January 6.

Navigation on the Erie Canal opened at noon on May 15, and a fleet of about twenty-five boats laden with grain for the East got away from Buffalo during the afternoon.

The Commerce Commission has extended the time until January 1 next, during which elevator allowances may be paid, pending the judgment of the courts in which suit involving the legality of the allowances is now pending.

The purchase of the C. & O. by the Hawley interests leads to the belief that the line will be "hitched" to M. & St. L. and Iowa Central to form a line from the wheat fields of the Northwest through the coal belt of Norfolk, making that port a wheat exporting center.

Sailing vessels under charter at May 15 to carry wheat to Europe from Portland, Ore., represented 62,777 net tons and at Puget Sound 28,471 tons; with the exception of 1907 it is the largest tonnage to be listed for this port in the past five years so early in the season.

In the struggle in the East over the reconsignment charge of \$2, the grain men of Philadelphia, Boston, Buffalo and New York have practically boycotted the Pennsylvania and N. Y. Central roads in favor of those lines that are in favor of abolishing the charge which the roads named are not.

The Nebraska Railway Commission has ruled that it does not have the right to grant reparation to shippers who have been charged excessive rates, providing such rates have been filed with the Commission according to law. The decision deprives Samuel Katz Company and Dietz Lumber Company of damages amounting to \$4,220.77.

The British and American marine underwriters have put an additional 1 per cent upon hull insurance on steamers using the Welland Canal and waters east of that waterway. The additional insurance makes each of the four trips from Fort William to Montreal during the season cost \$250, or an increase of one-fourth of a cent per bushel on wheat.

A special hearing before the Northern Pacific Railroad Commissioners has been called for LaMoure on June 15. The meeting will be for the purpose of hearing testimony and taking evidence of the alleged discrimination against shipping points in the southeastern part of the state to grain terminals. It is claimed that a charge of two cents is made over the rates charged from points the same distance from the grain terminals from points located north of the main line of the Northern Pacific.

Atlantic steamship agents and export shippers in general pin their faith to a large corn crop as the only hope Philadelphia has of maintaining its present regular steamship lines to Liverpool, London, Rotterdam, Leith, Copenhagen and Baltic ports. Inquiry among transatlantic agents about June 1 showed that never in the history of the export business has trade been so depressed as now. Regular lines have been forced to curtail sailings and even those now engaged in the service are compelled to go out, with barely enough cargo to serve as ballast.

The C. P. Ry. has issued new rates on wheat to Asia as follows: From Calgary to the Vancouver wharf, 19½ cents per 100 pounds; from Medicine Hat, 23 cents; from MacLeod, 23 cents; from Strathcona, 23 cents; from points on the A. R. & I. Railway, 28 and 29 cents; from Lethbridge, 22 cents. All other points in the Province at the same proportionate rates. The countries specified to which wheat can be shipped on this tariff are: Africa, Asia, Australia, Europe, Fiji, New Zealand, Philippine Islands and South America. Only car lots will be accepted at this rate.

CAR SERVICE RULES.

Public hearings were given by the Commerce Commission at Washington on June 4 and 5 on the "Uniform Code of Demurrage Rules" proposed by the National Association of Railway Commissioners. There were between 300 and 400 gentlemen in attendance, nearly every railway in the country being represented.

These rules are as follows:

Rule 1.—Cars Subject to Rules.—Cars held for or by consignors or consignees for loading, unloading, forwarding directions, or for any other purpose, are subject to these demurrage rules, except as follows:

(A) Cars loaded with company material for use of and consigned to the railroad company in whose possession the cars are held.

(B) Cars loaded with live stock.

(C) Empty cars placed for loading coal at mines or mine sidings, or coke at coke ovens.

(D) Empty cars held on carrier's or private tracks, provided such cars have not been placed for loading.

NOTE.—This will include private cars. (The committee has not formulated rules governing demurrage on private cars.)

Rule 2.—Free Time Allowed.—(A) Forty-eight hours free time will be allowed for loading or unloading on all commodities.

(B) Twenty-four hours free time will be allowed.

1. When cars are held for reconsignment.

2. When cars destined for delivery to or for forwarding by a connecting line are held for final or amended instructions or for payment of freight charges.

3. When cars are held in transit and placed for inspection, grading, or change of destination.

(C) When cars are interchanged with industrial plants performing their own switching service, handling cars for themselves or other parties, an allowance of twenty-four hours will be made for switching in addition to the regular time allowed for loading and unloading. If cars are reloaded after being unloaded, an additional forty-eight hours free time will be allowed.

(D) Cars held in transit for milling, cleaning, bagging, compressing, completion or change of load, under a through rate from the original shipping point to the final destination, with or without a stop-over charge, and detained over forty-eight hours, will be subject to the demurrage charge. If such shipments are transferred to other cars, demurrage will follow on the cars into which transfer is made.

(E) Cars containing freight in bond will be allowed forty-eight hours free time for unloading from first 7 a. m. after permit to receive goods is issued to consignees by United States collector of customs.

NOTE.—Cars containing freight consigned locally to ocean, gulf, or lake ports, for coastwise or export movement via vessel will be allowed such free time as may be provided in the tariffs of the carriers.

Rule 3.—Computing Time.—**NOTE.**—In computing time, Sundays and legal holidays will be excluded.

(A) Time will be computed from the first 7 a. m. after cars are placed on public delivery tracks for loading.

(B) Time will be computed from the first 7 a. m. after notice to consignee of arrival when cars are held for orders, or from the first 7 a. m. after notice and placing on public delivery tracks when cars are held for unloading.

NOTE.—When notice is given by mail, time shall be computed from the first 7 a. m. thereafter, provided notice is deposited in United States mail on or before 12 m. of the day it is so deposited. When notice is deposited after 12 m. time shall be computed from the second 7 a. m. thereafter.

(C) On cars to be delivered on any other than public delivery tracks time will be computed from the first 7 a. m. after actual or constructive placement on such tracks.

(D) On cars to be delivered on interchange tracks of industrial plants performing their own switching service, handling cars for themselves or other parties, the time will be computed from the first 7 a. m. following delivery on such interchange tracks until return thereto.

Rule 4.—Notification.—(A) Consignee shall be notified in writing by carrier's agent within twenty-four hours after arrival of cars and billing at destination, such notice to contain car initials and numbers and the contents, and, if transferred in transit, the initials and number of the original car.

(B) When cars are ordered stopped in transit consignee shall be notified upon arrival of cars at point of stoppage.

(C) Delivery of cars upon private or interchange tracks, or notice to consignee of readiness to so deliver, will constitute notification thereof to consignee.

Rule 5.—Placing Cars for Unloading.—(A) When delivery of cars consigned or ordered to private tracks can not be made on account of inability of consignee to receive, delivery will be considered to have been made when the car was tendered. The agents must give written notice of all cars they have been unable to deliver because of the condition of the private tracks or because of other conditions attributable to consignee. This shall be considered constructive placement.

(B) When delivery can not be made on specially designated public delivery tracks on account of such tracks being fully occupied, or from other cause beyond the control of the carrier, the delivery will be made at the nearest available point.

Rule 6.—Cars for Loading.—(A) Cars for loading will be considered placed when such cars are actually placed, or held on orders of the consignor. In the latter case, the agent must give written notice of all cars which he has been unable to place because of condition of the private track, or because of other conditions attributable to the consignor. This will be considered constructive placement.

(B) When cars are reloaded after unloading, each operation will be considered as independent of the other.

(C) When empty cars, placed for loading on orders, are not used, demurrage will be charged from the first 7 a. m. after placing or tender until released, with no time allowance.

Rule 7.—Inability of Connection to Receive.—When a railroad is unable to receive cars in switching service tendered by a connection to be placed for delivery, owing to the inability of the consignee to receive, it will promptly notify the line offering, in order that notice may be given the consignor or consignee and other disposition requested. Notice will be promptly given the consignee by the road offering the car and twenty-four hours allowed the consignee for its disposition.

Rule 8.—Demurrage Charge.—After the expiration of the free time allowed, a charge of \$1 per car per day, or fraction of a day, will be made.

Rule 9.—Claims.—When demurrage charges accrue under these rules from causes named below, such charges shall be canceled or refunded.

Causes.—(A) When the condition of the weather during the time prescribed for loading or unloading cars is such as to render it impossible to place freight in cars or to move it from cars without serious damage to the freight, or when shipments are frozen so as to prevent unloading.

(B) When, because of high water or snowdrifts, it is impossible to get to cars for loading or unloading.

(C) When, as a direct result of the act or neglect of a carrier, cars for one consignee to be unloaded at the same point, and transported via the same line, are bunched in transit and delivered in accumulated numbers in excess of the total capacity of consignee to unload within prescribed free time, evidence to be presented to the carrier's agent before expiration of the free time. The measure of the capacity of the consignee to unload will be the total number of cars he can unload in one day under normal conditions.

(D) Delayed or improper notice by carrier.

NOTE.—When notice has been given in substantial compliance with the legal requirements as specified by the rules, the consignee shall not thereafter have the right to call in question the sufficiency of such notice unless within twenty-four hours after receiving the same he shall serve upon the delivering carrier a full written statement of his objections to the sufficiency of said notice.

(E) Railroad errors or omissions.

The hearing was conducted by Commissioner Lane, who, in outlining the purposes of the meeting among other things said:

We are here trying an experiment and one which may prove of incomparable value in the solution of some of the most perplexing of our railway problems. This company represents Federal and State jurisdictions. We are endeavoring to draft a code of car service rules which may prove acceptable to the commissioners of the various States, and may eventually be adopted by carriers of the continent on both intrastate and interstate traffic.

I need not attempt to enlarge upon the necessity of greater harmony in such rules. At present the condition obtaining is one of chaos. We are endeavoring to bring about order. We are seeking after the best set of rules that is practicable. We don't expect the one that is to be drafted or accepted will be ideal, but we wish fundamentally to recognize fully the rights of both shippers and carriers—the rights of a carrier to the fullest possible and practicable use of its equipment, and the right of the shipper to the use of a car to whatever extent that is necessary.

The privileges which have been extended by carriers in the matter of car service for their own purpose should be withdrawn in the interest of the people who, because of these favors, are deprived of their rights to prompt movement of their shipments.

We are seeking on behalf of all shippers an avoidance of the conditions which existed two years and more ago and that obtained practically throughout the country—the condition of a car shortage which arose to the dignity of a national calamity.

We are here, gentlemen, that you may give us the benefit of your experience and counsel, to the end that we may be able to present to our fellow commissioners a set of rules which will be fair to the carrier, and under which the vast traffic of this continent may be carried on more smoothly, more equitably, with less discrimination, less preference shown between localities and interests and more satisfaction shown on all sides than at present exists.

On June 4 practically all that was done was to endeavor to designate what cars are subject to the rules, the amount of free time to be allowed for loading and unloading, and the method of computing time. There was a great difference of opinion as to what is a private car and what are private tracks. The question of free time also brought out a great variance of opinion, some claiming that more time should be allowed when there is a large car to be loaded or unloaded, and others contending that twenty-four hours is ample time.

It was repeatedly stated in the discussion that the shippers and the carriers could not agree upon any of the paragraphs of the proposed rules. As the result of a conference the night before by the railroad representatives, Commissioner Lane was presented with a statement setting forth certain principles for which the railroads stood. These included: Prompt release of empty cars, prevention of car retention to avoid car shortage, imposition of charges for the use of cars and sidings after a certain period, denial of the theory that transportation service included storage, and the adoption of uniform regulations covering similar conditions.

Before Saturday had concluded the hearing, all the rules were taken up in order and full discussion was given them, but no definite action will be taken until the meeting of the sub-committee of car demurrage, of which Commissioner Lane is chairman.

The rule which received most attention was the one referring to the allowance of time for loading and unloading cars. Some shippers contended that a credit time basis should be established, such as is in vogue in Pennsylvania and which they claimed worked very smoothly.

General Agent Hale, of the American Railway Association, reminded the committee that there is going to be a large car shortage this fall, which will point to the return of prosperity. For this reason he claimed that twenty-four hours was all the time that should be allowed shippers. He further con-

tended that the application of the proposed rules will effect a swifter handling of cars and enable the roads to carry on their business more rapidly.

SOME I. C. C. OPINIONS.

The Interstate Commerce Commission has made the following among other decisions:

Substitution of Tonnage.—C. H. Rodehaver, commissioner, St. Louis, asked reparation of over damage made on hay. The complaint was that the M., K. & T. Ry. Co. shipped four cars of hay from Hepler, Kan., to St. Louis, consigned to the Missouri Commission Co., no shipper being named; that the Hartlett Commission Co. shipped from East St. Louis four cars of hay to points east of the Mississippi and south of the Ohio rivers, and that according to the M., K. & T. tariff, shipments recognized within six months took the proportional rate; so that in this case there would be due a refund of 5½¢ per cwt. on 82,000 lbs. on the face of the expense bills of the shipments and the reconsignments.

It appeared in evidence, however, that of the hay shipped from Hepler, three cars were sold in East St. Louis and one reconsigned over the Big Four; and that the four cars shipped to the Southeast, all originated in Iowa, Missouri and Illinois.

The commission holds that this was a substitution of tonnage that could not be sanctioned; and the petition for refund was denied.

Refund on Corn.—On April 20, 1908, Edwin Biggs shipped 46,440 lbs. of corn from Bates, Ill., to Detroit, Mich., over the Wabash R. R. Co. The company's tariffs provided that in case of grain the minimum should be the marked capacity of the car, but in no case less than 40,000 pounds on all cars of marked capacity up to 80,000; and the complainant applied for a 40,000-pound car in which to make his shipment, but was furnished a 60,000-pound car instead.

The regular tariff rate of 10½ cents per 100 pounds was assessed upon 60,000 pounds, and the complainant paid \$63 as transportation charges. He claims that he should have been assessed upon the actual weight of the shipment and has therefore been overcharged in the sum of \$14.24.

Following the *American Lumber & Mfg. Co. v. Southern Pacific Co. et al.*, 14 I. C. C. Rep., 561, and *General Chemical Co. v. Norfolk & Western Ry. Co.*, 15 I. C. C. Rep., 349, the claim of the complainant is sustained and reparation awarded with interest in the above sum.

We are also of the opinion that the tariffs of the defendant are unreasonable and unlawful in failing to provide that when a larger capacity car is furnished instead of the smaller capacity demanded the minimum applicable to the smaller capacity car should be observed and that its tariffs should be amended in this particular.

Missouri River Proportional.—In the complaint by the Kansas City Transportation Bureau of the Commercial Club vs. A., T. & S. F. Ry. Co., that the present relationship of rates on wheat, corn, etc., as between Kansas City and Omaha respectively to St. Louis, Ohio River crossings, to Memphis, New Orleans, Galveston and the Southwest, Cairo and others, is unduly and unjustly discriminatory against Kansas City and in favor of Omaha, the commission in a syllabus (opinion 919), say:

"1. Proportional rates on grain coming from beyond the Missouri River are the same to Mississippi River crossings from Omaha and from Kansas City via all lines. Proportional rates on grain from Omaha to Cairo and other Ohio River crossings, to Memphis, to Carolina territory, and to New Orleans, Galveston, and other Gulf ports, for export, are 1 cent per 100 pounds higher than from Kansas City. Complainant, representing grain dealers at Kansas City, alleges that this adjustment is unjustly discriminatory against Kansas City in that it does not give full recognition to the shorter distance from Kansas City to St. Louis and points southeast thereof.

"2. In a case of this kind there must be an examination and consideration of the entire rate from point of production to ultimate destination. It is not sufficient to consider the rates to an intermediate market, nor alone the rates from such market, if the question of discrimination between such markets is to be determined.

"3. Adoption of distance alone as a measure of the rates from points of origin to the primary market would necessarily result in a clear division of the territory between the markets and would be destructive of competition in most of that territory. It would destroy the long-established adjustment which places Missouri River crossings on a parity in both inbound and outbound rates on traffic generally. Giving to Kansas City all the advantage that could come to it from a mileage adjustment would give it a monopoly of territory in which Omaha now freely competes with Kansas City, and the application of the same rule to Omaha would give it exclusive purchasing power in territory in which Kansas City now competes with Omaha on equal terms.

"4. *Traffic Bureau of the Merchants' Exchange of St. Louis v. Missouri Pacific Railway Co., et al.*, 13 I. C. C. Rep., 11, cited and the principles therein announced followed. Complaint dismissed."

BARLEY and MALT

Continued dampness, with little hot weather, has been of great value to the present California barley crop, and all indications point to a banner crop of that cereal in the state.

A mass meeting of the barley growers of South Dakota, Minnesota and Wisconsin, was held in Madison, Minn., on June 2 and 3 for the purpose of facilitating marketing methods.

On May 29, the proposed increase in the barley duty from 24 cents a bushel in the house bill to 30 cents a bushel, as proposed in the senate bill, was passed by the senate by a vote of 48 to 28. Senator Root of New York was the leader of the opposition to the increased duty.

Frank Bishop, Jr., A. E. Louis and G. S. Salentine have incorporated a new malting firm at Milwaukee, Wis., under the style of the Daniel D. Wechsler & Sons Co. The corporation has a capital stock of \$200,000. Daniel D. Wechsler and his sons, George and John Wechsler, formerly operated the old Gerlach Malting Plant in Milwaukee, but have recently been in business in Chicago. They have now returned to Milwaukee to take an active part in the new company, which is strictly a Milwaukee concern. Contracts for a building to be erected in the southern part of the city have been let, and it is expected that the company will open for business in the fall.

[From Bulletin No. 24, U. S. Dept. Agr.]

BARLEY VALUATION—THE BERLIN AND VIENNA SYSTEMS.

A system of valuation should not only be exact but also simple enough to allow the various factors, physical, chemical and physiological, to be easily and quickly determined. Barley is more or less valuable, according to the class of malt it will yield and the use to which this malt is put. The two methods most frequently used for the valuation of brewing barley were the Berlin and Vienna systems. The former depends mainly upon subjective tests, data obtained from outward observation or perception; the Vienna system relies more on objective tests, determined in the laboratory by scientific methods. When properly interpreted they may be applied to the valuation of distiller's barley.

The Berlin system includes the following factors: (1) Protein in dry substance, (2) color, (3) uniformity, (4) weight of 1,000 grains, (5) fineness of husks, (6) mealiness, and (7) purity of sample. From the sum of these factors are deducted from 1 to 24 points for injured grains, germinated grains and bad odor. Each determination is valued on a basis of 9 points, and, in addition the most important factors, Nos. 1, 3, 4 and 5, are valued on a double basis. It is thus possible for a perfect barley to be rated at 100 points, in which case it is designated as "very fine." When a barley has been given less than 18 points it is considered bad.

The present modified and improved Vienna system is based on the following objective factors: (1) weight per hectoliter, (2) weight per 1,000 kernels, (3) screenings (assortment), (4) impurity, (5) real steeliness, (6) protein; and on the following subjective factors: (1) color, (2) uniformity, (3) shape of grain, (4) fineness of husk, (5) general impression, deducting for odor and injured grains.

According to Prior, the subjective tests should be considered only in connection with the chemical and physical tests, and the protein content should not be considered as of much importance except when above 13 per cent; below that per cent the protein constituents should be considered.

Prinz suggests that the points in the valuation of barley should be, first, maturity of the grain, which he considered of greatest importance; second, the protein content; then the uniformity, odor, husks, shape and damaged grain. Uniformity, mealiness and soundness are more important than color. Furthermore, in all commercial transactions both barley and malt should be bought and sold on the basis of hundredweight rather than per bushel. Hoffman advocates buying barley and malt on the dry basis, and this is certainly a most reasonable proposition.

To both systems more or less valid objections are made, even by European investigators; though, on the whole, they apply very well to European barleys and conditions. Neither system could, however, be applied in valuing American 6-row barleys, since the conditions both in respect to the type of barley and to the requirements of the brewers, are so different in the United States from those prevailing in Europe that the valuation must be made on another basis.

In 1907 it was determined by the International Agricultural Congress at Vienna to submit the question of barley valuation to a special international commission to meet in Berlin, 1908. This commission agreed on a general system, which, however, was not to be applied to 4- or 6-row barleys. Three grades of value were created—a highest,

medium and a lowest; and eleven points adopted for valuation, as follows: Highest class (1) protein content, (2) bad odor; second class, (3) uniformity as to size, (4) weight 1,000 kernels, (5) fineness of husk, (6) damaged grains; lowest class, (7) color, (8) purity of sample (foreign seed), (9), sprouters, (10) purity as to variety, (11) shape of berry.

This system was meant to serve as a guide to jurors of award in judging exhibit barleys. While in the main the same test points should naturally form the basis for valuing barley for commercial purposes also, such important points as germinating capacity and moisture were of necessity left out, as their determination requires time and cannot well be undertaken soon after harvesting. In a commercial system of valuation, however, germinating capacity and moisture become the main points, and in the tentative system for American barleys, germination capacity forms the basis factor of valuation.

TENTATIVE SYSTEM FOR VALUING AMERICAN BARLEY.

The American barleys are to be classified in at least four groups: (1) Eastern six-row barley, Manchurian type; (2) Western six-row barleys, Bay Brewing and Blue barley; (3) six-row Utah Winter barley; (4) two-row barleys like Chevalier, Hanna, Goldthorpe, etc.

For each of these groups a model barley valued at 100 points is used for comparison, and more or less points deducted according to the results of each test. A deduction of more than 6 points in any test or division would place a barley below standard.

TESTS OR EXAMINATIONS REQUIRED.

For commercial valuation: (a) Merchant's or grader's test 1 to 8; (b) maltster's tests 1 to 12; (c) brewer's and seed barley tests 2 to 14. For exhibit valuation, tests 2 to 14 excepting 11 and 12.

BY SUBJECTIVE EXAMINATION.

1. Variety and admixtures (Manchuria, Bay Brewing, Utah Winter, Chevalier, etc.): Deduct 1 to 6 points.
2. Color and brightness: Deduct 1 to 6 points.
3. Odor: Deduct 1 to 6 points.
4. Thickness of husk: Deduct 1 to 6 points.
5. General impression: Uniformity of form and size of berries (plump or elongated); thrashing (too close or insufficient); maturity: Deduct 1 to 6 points.

BY OBJECTIVE EXAMINATION.

By screen; upper screen; gravel, peas, corn, etc. Lower screen: Barley, oats, rye, rape, mustard, etc.

By water: Skimmings, excluding sprouters. By blower: Straw, barley, oats, etc. By cockle machine: Broken kernels, cockle, etc. (In each case deduct 1 point for every per cent.)

7. Sprouters: Deduct 6 points for every per cent.

8. Remaining foreign matter (wheat, oats, etc.): Deduct 3 points for every per cent.

9. 1,000 berry weight: Deduct 2 points for every gram above or below optimum.

10. Uniformity as to size (the sum of adjacent screens 2.8 mm+2.5 mm or 2.5 mm+2.2 mm, or 2.2 mm+ 2 mm, giving the highest figure):

100 to 80 per cent, deduct 0 point.
80 to 74 per cent, deduct 1 point.
74 to 69 per cent, deduct 2 points.
69 to 65 per cent, deduct 3 points.
65 to 62 per cent, deduct 4 points.
62 to 60 per cent, deduct 5 points.
60 to 58 per cent, deduct 6 points.

11. Germinating capacity: Deduct 1 point for every per cent below 100.

12. Moisture: Deduct 2 points for every per cent above 11 per cent.

13. Protein (N×6.25): Deduct 2 points for every per cent above or below optimum.

14. Uniformity as to variety (by botanical examination): Deduct 2 points for every per cent of foreign barley or different groups (mixtures of 2, 4 or 6-rowed barleys).

15. Husk (not determined unless considered below standard in subjective examination): Deduct 3 points for every per cent above optimum. Bushel weight and mealiness are not considered. If barley is infested by weevils or other insects or stained or discolored by fungous growths, such as smut, mold, etc., is absolutely condemned.

The total average of points is found by dividing the sum of the points of each test or division by the number of divisions determined. In this way all divisions need not be included in the test; for instance, moisture, protein and husk may be omitted by those not having the facilities for making these examinations, and the relative value of the barley nevertheless stands for the remainder of the test.

This system is equally applicable to all four groups of American barley, but the normal conditions and the requirement to be met by the model barley as somewhat different for each group.

Corn fields near Actus, Okla., are said to be suffering badly from corn worm.

CROP REPORTS

Reports from New York indicate excellent wheat conditions, with an acreage slightly smaller than last year.

The Kentucky report for June places wheat condition at 90, against 81 last month and 84 a year ago. Corn planting was late but is now all in.

The Ohio June Crop Report gives wheat a condition of 73, against 66 a month ago and 94 a year ago. Oat condition is 91, against 89 a year ago, when crop amounted to 38,000,000 bushels. Rye condition is placed at 79, against 92 a year ago. Hay condition is below the average.

The Oklahoma June Crop Report places wheat condition at 61.5, as compared with 74.1 a month ago. The spring oat condition is 63 against 71.2 a month ago; winter oat condition 68.6 against 75.5. The report estimates this year's acreage of corn at 116.3 per cent of last year's acreage.

The Missouri Crop Report for June places wheat condition at 76 against 74 a month ago, and 84 a year ago. Corn conditions varied: southwest part of state, 87; northeast, 80. The Hessian fly is reported in the lower counties. The wheat harvest will be about two weeks late, on account of the continued cool weather.

Reports from various parts of the Canadian prairie west, indicate a very marked improvement in conditions within the past few weeks. Seeding all over the west is practically completed, and the farmers are having ideal growing weather. Ontario reports are somewhat bullish, with growing season about two weeks late.

The first Iowa weather and crop report of the year makes winter wheat acreage 100, with condition 92, against 100 a year ago. Spring wheat acreage is 98, with condition of 94, against 100 last year. Corn area is placed at 105, with condition 94 against 92 last year. All crops except corn show a falling off in condition from last year.

Wheat harvesting in Texas began about May 25. Reports indicate an average yield of 10 bushels to the acre, with 20 bushels in the best fields. The first new wheat marketed in the United States was delivered on June 2 by Henry Becker to the Landa Roller Mills at New Braunfels, Texas. It graded strict No. 2, tested 60 pounds and brought \$1.50 per bushel.

On May 28 the Minneapolis Daily Market Record published a tabulated summary of some 2,500 replies to its crop inquiries in Minnesota and the Dakotas, which indicated excellent conditions in all three states. Minneapolis showed a slight increase in spring wheat acreage, and no noticeable decrease except in durum, with seeding practically completed in everything except flax. Taken together the three states showed an increase in the acreage sown to wheat and barley. North Dakota shows an increase in oats and flax acreage, which is about offset by a decrease in the other two states.

The report of Expert John Inglis, declaring that Kansas and Oklahoma combined would hardly produce more than 60,000,000 bushels of wheat, has been questioned by many experts. Nicolle and Hall-Baker of Kansas City estimate 80,000,000 bushels and Houston, of Kansas City, makes it 85,000,000 bushels. Advices since the Inglis report indicate an improvement in Kansas condition. The Union Pacific report places the crop at 73,000,000 bushels. Reports to the Millers' National Federation indicate a crop of about 75,000,000 bushels. Harvest in Southern Kansas will begin about June 21.

The circular of J. F. Zahm & Co., of June 1, quotes the following from Paulding county, Ohio: "The corn crop in our county is in a serious condition on account of small gray cut worm. I have traveled over one hundred miles of our best corn territory this week and find the early planted corn practically cleaned up, and I think it is a conservative estimate to say that fully 40 per cent of our crop is being planted over. Entire fields of corn that looked fine yesterday are being disked up and replanted to lay. In the condition that exists here is general there will be fireworks in the corn market before long. The pest seems to be working mostly in the fields that were planted on stubble ground. This has all developed this week and I fear our corn crop is going to be materially shortened."

B. W. Snow's crop report for June estimates the acreage of winter wheat at 27,536,000 acres, against 30,482,000 harvested last year. During May the condition of the crop improved in the Ohio Valley and declined seriously west of the Missouri river. The general average is placed at 80.3 against 82.3 on May 1. The crop is estimated at 375,000,000 bushels against 400,000,000 bushels a month ago, and 439,000,000 bushels last year. Present condition in Texas is 50 against 60 last month, Oklahoma 71 against 77, Kansas 75 against 85, Nebraska 79 against 83. Spring wheat acreage is placed at 18,247,000 bushels against 17,821,000 in 1908. Present condition is about normal for this date, 93.4 against

93.5 last year. Oats acreage shows but slight increase over last year with a condition of 86.5 against 89.9 in 1908; has been injured by dry weather in the southwest.

The total area sown to barley is estimated by the Government Report at 6,881,000 acres, the largest on record and 3.5 per cent greater than last year's area. The condition on June 1 was 90.6, against 89.7 a year ago and 90.6 the ten-year average. Rye condition is placed at 89.6 against 88.1 for May 1, 91.3 a year ago and 89.4 the ten-year average.

June wheat condition in Michigan is estimated at 82, against 78 last month, indicating a crop of 11,000,000 bushels. Rye condition is 87, against 85 in May and 92 a year ago. Eastern Michigan conditions are reported by J. A. Heath of Richmond as follows: Hay looking fine and a heavy crop promised; oats will be late, but a fairly good crop; wheat, what there is of it, looking well; corn coming on well; beans not yet planted. All crops will be a little late.

The area sown to spring wheat, according to the Government Report is about 18,391,000 acres, or 1,183,000 acres more than last year. June condition is placed at 95.2. Details for important spring wheat states follow:

States.	Acreage, 1909.		Condition, June 1.		
	Per cent of 1908.	Acres.	1909.	1908.	10-year av'ge.
Minnesota	107	5,731,000	96	95	92
No. Dakota	108	6,371,000	98	97	93
So. Dakota	108	3,195,000	94	97	94
Washington	104	905,000	93	93	94
United States	106.9	18,391,000	95.2	95.0	92.6

The Government Report estimates the area sown to oats at 32,422,000 acres, or 73,000 acres more than last year. The condition of the crop on June 1 was 88.7, as compared with 92.9 a year ago, and 88.4 the June 1 average of the past ten years. Details for important oat states follow:

States.	Acreage, 1909.		Condition, June 1.		
	Per cent of 1908.	Acres.	1909.	1908.	10-year av'ge.
Iowa	93	4,227,000	88	97	94
Illinois	106	4,346,000	90	89	87
Minnesota	102	2,736,000	94	96	92
Nebraska	97	2,473,000	78	91	90
Wisconsin	97	2,280,000	90	97	94
Indiana	108	1,805,000	92	89	85
Ohio	110	1,606,000	92	92	84
Michigan	94	1,324,000	85	90	89
So. Dakota	103	1,406,000	92	97	94
No. Dakota	106	1,483,000	96	98	93
New York	103	1,288,000	94	94	90
Kansas	97	964,000	83	85	76
Pennsylvania	99	993,000	90	95	86
United States	100.2	32,422,000	88.7	92.9	88.4

The June Government Crop Report, issued June 8, summarizes conditions as follows:

Crop.	1909.		10-year average.		
	1908.	1907.	1908.	1907.	1906.
Winter Wheat	80.7	86.0	77.4	80.5	80.5
Spring Wheat	95.2	95.0	88.7	92.6	92.6
Oats	88.7	92.9	81.6	88.4	88.4
Barley	90.6	89.7	84.9	90.6	90.6
Rye	89.6	91.3	88.1	89.4	89.4
Hay (all)	87.6	96.8
Alfalfa	89.3	88.9	86.1

The general average condition on June is estimated at approximately 4 per cent below conditions on June 1, 1908, but about 8 per cent better than on June 1, 1907. Representing last year's acreage by 100, the preliminary estimates of acreage planted this year are: Winter Wheat 91.8 per cent; Spring Wheat 106.9; Oats 100.2; Barley 103.5.

Winter wheat condition on June 1 is placed by the government report at 80.7 against 83.5 on May 1 and 86 a year ago and 80.5 the ten-year average. Details for important winter wheat states follow:

States.	Per cent of U. S. acreage June 1, May 1, June 1, 10-yr. in state.		Condition.		
	1909.	1909.	1908.	1908.	10-yr. av'ge.
Kansas	21.2	72	84	78	76
Indiana	8.0	82	77	92	73
Nebraska	7.8	78	83	86	84
Missouri	7.0	82	82	84	82
Illinois	7.0	81	78	88	77
Pennsylvania	5.4	91	88	92	86
Ohio	5.3	76	70	92	76
Oklahoma	4.2	73	81	85	82
California	3.1	75	81	65	80
Tennessee	2.8	88	92	91	80
Virginia	2.8	93	98	93	83
Maryland	2.7	93	96	90	86
Michigan	2.7	86	82	91	72
Texas	2.4	56	60	84	73
Kentucky	2.4	88	84	89	81
Washington	2.4	90	93	95	93
North Carolina	2.1	91	92	90	83
Oregon	1.9	87	93	93	92
New York	1.5	90	85	89	84
United States	100.0	80.7	83.5	86.0	80.5

Correspondence solicited on grain trade matters.

IS IT POLICY

to suffer a continual loss due to damp and heated grain, when a comparatively small investment will insure you against such losses?



The Ellis Principle

□ We make a speciality of small driers for the country elevator.

□ They use nothing but cold air.

□ They can be placed in the elevator itself causing no increase in the insurance and eliminating the necessity of a separate building.

□ The cost is so low that no elevator or mill operator can afford to be without grain drying facilities.

ELLIS DRIER CO.

Postal Telegraph Bldg.
CHICAGO

FIRES-CASUALTIES

The Midland Elevator at Hollis, Kan., was wrecked by a tornado last month.

The elevator of the McCaul-Webster Elevator Co. at Vermillion, S. D., suffered a small loss by fire on May 29.

Fire started by sparks from a passing engine destroyed Crum's grain elevator at Howell, Mich., on May 26. The loss was about \$5,000.

The elevator of the Hennepin Elevator Co. at Charlesville, Minn., was burned to the ground on June 1. Everything in the building was lost.

The elevator of the Duff Grain Co., at Greenwood, Neb., was burned to the ground on May 28. The loss is \$6,000, fully covered by insurance.

The grain elevator and mill of F. R. Cruden at McHenry, N. D., was destroyed by fire on May 26, with a loss of \$15,000, partly covered by insurance.

Fire, believed to have started from a hot box, destroyed the Monarch Elevator at Glenwood, Minn., recently, together with about 2,000 bushels of grain.

The elevator of Frank Roundsville at Fowlerville, Mich., was demolished by a cyclone recently. Mr. Roundsville and Emory Dezess were injured in the wreck.

The Farmers' Elevator at Newburg, N. D., was struck by lightning on June 3, but the heavy rain falling at the time quenched the blaze with only slight damage.

The windstorm which swept over Richland county, N. D., the night of May 29, destroyed the Farmers' Elevator at Tyler, seven miles south of Wahpeton, N. D.

The recent cyclone in North Dakota worked severe havoc in Langdon, demolishing, among other buildings in that city, the 50,000-bushel National Elevator and the Amenia Elevator.

The Farmers' Elevator at Bushton, Kan., was destroyed by fire recently, together with about 3,000 bushels of grain. The blaze is believed to have started from a locomotive spark.

The grain warehouse of J. E. Merrick & Co., at Amherst, Mass., was damaged by fire to the extent of about \$1,800 last month. The blaze was caused by locomotive sparks. Insurance fully covers the loss.

Sparks from a locomotive caused a fire recently which entirely destroyed the big plant of the Cox-Campbell Grain Co. at Frederick, Okla. A large quantity of stored grain was lost. The estimated loss is \$20,000.

During an electrical storm on May 19 the elevators of W. S. Thompson at Wentworth, S. D., and H. Hendrickson at Trent, S. D., were both struck by lightning. Neither suffered any severe loss or damage.

The Landa Corn Sheller and warehouse at New Braunfels, Texas, was burned on May 30. About 10,000 bushels of corn and 2 tons of baled hay were destroyed. The loss amounts to \$30,000, with insurance of half that amount.

W. I. Hammell, of the grain firm of Hammell & Noble, of Moran, Kan., met with an accident recently while carrying a heavy sack of grain down a flight of steps. He suffered a badly sprained ankle and a number of minor bruises.

Fritz Falk, an elevator agent at Buchanan, N. D., and his intended wife, Miss Laura Linnes, were drowned on June 4, while boating on Spiritwood Lake, fifteen miles northeast of Jamestown, N. D. The young couple were to have been married June 15.

Over two thousand feet of the Nevada Grain Docks at Port Costa, San Francisco, Cal., together with the piers and warehouses, were destroyed by fire on May 31. A large amount of grain and hops, owned by Clarence Mackey and James Flood, was destroyed. The loss is placed at \$100,000.

The large wool and grain elevator of F. E. Close & Co., at Byron, Mich., was burned to the ground on May 25. The Ann Arbor Railroad station was also destroyed. The elevator was filled with wool and grain and everything was lost. Locomotive sparks caused the fire. The loss is placed at \$40,000.

A fire in the early morning of May 28 at Sutherland, Iowa, entirely destroyed the elevators of the Farmers' Grain and Supply Co. and Thompson & Christopher, with a loss of \$25,000. It was with the greatest difficulty that the rest of the town was saved. The insurance on the two houses amounted to \$12,000.

The Royal Elevator at Bowbells, N. D., was destroyed by fire on May 28. When discovered the fire, which probably started from an overheated journal, had made such headway that nothing could be done to save the building and the firemen confined their efforts to saving the Rothsay Elevator, nearby, which was slightly damaged. About 10,000

bushels of grain were lost. The loss amounted to \$25,000, fully covered by insurance.

The grain house of E. E. Williams of Shelbyville, Tenn., was destroyed last month by a fire of unknown origin. The warehouse was nearly filled with grain, which will be a total loss.

A recent fire in the Frontier Elevator at the Buffalo (N. Y.) plant of the Washburn-Crosby Co., was discovered by a watchman in time to prevent serious damage. The fire is believed to have started from a dust explosion in a conveyor.

The elevators of the Chilson Grain Co. and Garrick, Potter & Garrick at Butler, S. D., were destroyed by fire last month. Owing to the fact that a high wind was blowing at the time of the fire, little could be done with the limited fire-fighting facilities to check the blaze. The loss is estimated at \$10,000.

Fire last month destroyed the elevator of Stockdale & Dietz at Garrison, Ia., together with about 7,000 bushels of grain. As the village is practically without fire protection, but little could be done to save the structure. The exact origin of the blaze is not known. The loss is placed at \$10,000, fully covered by insurance.

The large mill and elevator of the Decatur Cereal Co., at Decatur, Ill., was destroyed by fire on June 8. The elevator, which had a capacity of 100,000 bushels, contained about 80,000 bushels of corn. The fire started in the mill proper, from defective electric wiring. The loss is placed at \$260,000, with \$165,000 insurance.

The Park Elevator, which stood in the East Bottoms at Kansas City, Mo., was destroyed by fire on May 24. The building was owned by the Nelson Grain Co. of Kansas City. The cause of the fire is not known. Several box cars on a siding nearby were also destroyed. The loss on building and grain is about \$50,000. Insurance on the building amounts to about \$17,500.

The Cargill Elevator at Dresden, N. D., was destroyed recently by a fire which started from a hot box. The house, which had a capacity of 40,000 bushels, was built three years ago to replace another elevator which had been burned. About 15,000 bushels of wheat, together with three box cars, were destroyed. The loss is estimated at \$12,000, almost entirely covered by insurance.

A FIRE DANGER.

Insurance Engineering cites the following case of a grain elevator in New York that has spent some money rather ineffectively on fire protection:

"A good-sized, wood, corrugated iron and plaster-clad, sprinklered building of fair construction. Sprinkler valves not strapped open; premises in very unclean condition; sprinklers not placed where needed. Sprinklers are supposed to give ideal fire protection, conveying water to the place it is most needed at the proper time; operation depends a good deal upon the care of the system. The most important of all is the water supply. It should be plentiful and not obstructed in any way. All gate valves should be strapped open, by padlocked or riveted straps. Cleanliness is an indication of good management and vice versa; for to the inspector a risk in the best order must be under good management, and therefore it becomes an acceptable risk. The installation of the sprinkler system must be attended by thought, and careful consideration of hazards and construction, for the protection will be faulty if the heads are not placed so as to spray immediately upon the fire, no matter where it may occur. Experience teaches that sprinklers are often necessary where seemingly last needed. Protection is required not only where a fire may begin, but wherever any fire may extend, including wet or damp locations."

A. Nelson of Sherwood and C. C. Peterson of Harvey are candidates for appointment by the Governor of North Dakota as associate members (advisory powers only) of the Nebraska Board of Grain Appeals.

A committee representing the National Industrial League, composed of hundreds of business organizations throughout the country, called on President Taft on May 13 and urged him to recommend to Congress next winter important changes in the act to regulate commerce. The committee was headed by J. C. Lincoln, of St. Louis, and was introduced to the President by Representative Townsend, of Michigan. Three amendments were advocated by the League. The first is to give the Interstate Commerce Commission power to suspend an increased rate by the railroads before it goes into effect. The second is to give the shipper the right to route his freight according to the quickest and most suitable way instead of permitting the roads to send the matter in any direction they desire. The third is to hold the road responsible for errors of rate quotations. The President was most cordial and said he would consider the various propositions, and said it in a way to convince those present that the promise was more than a perfunctory one.

LATE PATENTS

Issued on May 11, 1909.

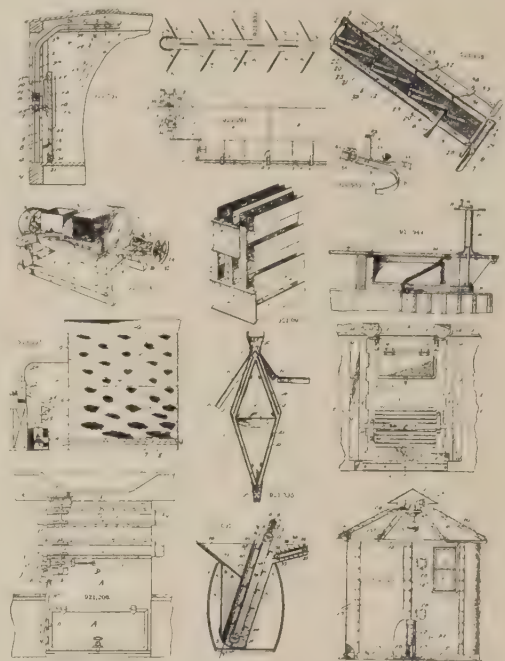
Ear Corn Conveyor.—Walter S. Harrison, Tabor, S. D. Filed Oct. 3, 1907. No. 920,951. See cut.

Grain Drier.—Wynn E. Ellis, Chicago, Ill. Filed June 24, 1908. No. 921,097. See cut.

Apparatus for Drying Grain and Other Substances.—Samuel C. Davidson, Belfast, Ireland. Filed March 18, 1908. No. 921,206. See cut.

Corn Sheller.—Chas. J. Widmer, Sidney, Ohio, assignor to the Philip Smith Manufacturing Company, Sidney, Ohio. Filed May 18, 1908. No. 921,324. See cut.

Grain Cooler.—Harry Hager, Chicago, Ill., assignor to Hager Manufacturing Company, Chicago, Ill. Filed January 28, 1908. No. 921,395. See cut.



Chute for Mills, Granaries, Warehouses and the Like.—William P. Cruickshank, Bonnington, Edinburgh, Scotland. Filed January 20, 1908. No. 921,595.

Issued on May 18, 1909.

Grain Immersing Machine.—Stiner T. Helgeson, Regina, Sask., Canada. Filed December 2, 1907. No. 921,697. See cut.

Grain Car Door.—Nelson Hoople, Duluth, Minn. Filed April 9, 1908. No. 921,701. See cut.

Seed Corn Drying Rack.—Gustave Wenzelmann, Galesburg, Ill. Filed June 4, 1908. No. 921,932. See cut.

Metal Grain Tank.—Chas. M. Porter, Carrington, N. D. Filed January 21, 1909. No. 922,329. See cut.

Combined Grain Door and Car Door.—Jacob S. Bender, Kansas City, Mo. Filed September 24, 1907. No. 922,380. See cut.

Issued on May 25, 1909.

Dump Distributor for Dump Grain Bins.—John R. Pattison, Stafford, Kan. Filed November 11, 1908. No. 922,944. See cut.

Issued on June 1, 1909.

Grain Drier.—Lorin L. Cass, Weston, Ohio. Filed February 4, 1908. No. 923,137. See cut.

Controlling Device for Elevator Bin Slides.—Findlay R. McQueen, Minneapolis, Minn. Filed January 11, 1908. No. 923,291. See cut.

Grain Cleaner and Drier.—Andrew Dill, Rantoul, Ill. Filed January 23, 1909. No. 923,498. See cut.

The total elevator capacity in Chicago, since the loss by fire of the Illinois Central elevator "B" recently, is approximately 54,000,000, or 10,000,000 bushels less than the maximum in 1905.

Argentine corn on May 12 was selling at 11c under the basis of Chicago futures in European markets and the South American country has about twice as much corn according to some authorities as ever before. This precludes any possibility of export sales of corn in any quantity for some time. The only possibility of export business being done would be to have the farmers loosen up in their corn holdings sufficiently to bring the price down to an export basis.

Grain and Seeds

CANE SEED FOR SALE.

Orange and Red Top. Ask for prices.
ALVA MILL & ELEVATOR CO., Protection, Kan.

SEEDS FOR SALE.

Millet, Cane and Kaffir Corn in carlots. Prices on application.

J. G. PEPPARD, Kansas City, Mo.

CHOICE SEED BUCKWHEAT.

Choice lot small variety seed buckwheat for sale. Send for sample and prices.

D. GRATZ & SON, Tecumseh, Mich.

NORTHERN SEED OATS.

We can supply choice, heavy seed oats, raised in our cold climate; very hardy and rustproof.

FARGO SEED HOUSE, Fargo, N. D.

COW PEAS FOR SALE.

Choice variety of New Era Cow Peas, in carload or local lots. If interested, ask for prices.

BERTRAND MERCANTILE AND GRAIN CO., Bertrand, Mo.

SEED CORN.

Well cured and matured, testing 98 per cent. Fancy Oats, Clover and Timothy Seed; graded; re-cleaned. Sample free.

DE WALL BROS., No. E., Proctor, Ill.

KAFFIR CORN AND CANE SEED.

Write us for prices bulk and re-cleaned, even weight sacked f. o. b. Oklahoma City, Kansas City, St. Louis or Chicago; immediate shipment.

E. R. & D. C. KOLP, Oklahoma City, Okla.

FLOUR AND MILL FEEDS.

Mixed cars of flour and mill feeds in 100-pound sacks are our specialties. Would like to send you a trial order to convince you of the superiority of our products.

ANSTED & BURK CO., Springfield, Ohio.

STRAIGHT OR MIXED CARS.

Write us for prices on Bran, Shorts, Kaffir Corn, Cane, Millet, Clover, Alfalfa Seed and Alfalfa Meal and Red Texas Oats. We can ship straight or mixed cars.

SIMMONDS-SHIELDS GRAIN CO., Kansas City, Mo.

SEED CORN.

Pure-bred, high-yielding varieties—Reid's Yellow Dent, Early Yellow Dent and Silver King White Dent. Plant this Northern-Illinois-grown seed and you will not have soft corn. Write for my freight-prepaid prices to grain dealers.

L. C. BROWN, La Grange, Ill.

For Sale

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

ELEVATORS AND MILLS

FOR SALE.

Elevator in good small grain country in Iowa. Large station and no farmers' elevator. Address

ELEVATOR, Box 6, care "American Elevator and Grain Trade," Chicago, Ill.

FOR SALE OR EXCHANGE.

Ohio, Indiana and Michigan elevators. Have several choice propositions. Let us know your wants. Address

TRI-STATE ELEVATOR CO., Hicksville, Ohio.

FOR SALE.

Grain elevator. Bin capacity, 10,000 bushels or more; additional capacity, 25,000 bushels. At Mt. Carroll, Ill.; \$3,000 if taken soon. Address

ALLEMAN & HARTMAN, Mt. Carroll, Ill.

FOR SALE.

Elevators in Illinois and Indiana that handle from 150,000 bushels to 300,000 bushels annually. Good locations. Prices very reasonable. Address

JAMES M. MAGUIRE, Campus, Ill.

FOR SALE.

Five country elevators on Santa Fe between Florence and Lyons, Kan., also Terminal Elevator 75,000 bushels capacity at Florence. For particulars address

DAVID HEENAN, Wichita, Kan.

FOR SALE.

Grain elevator 40,000 bushels capacity, on Soo Line, Carrington, N. D. Three other elevators in town; one independent, two line houses; no trades. Address

B. L. RUSSELL, Secretary, Carrington, N. D.

FOR SALE.

Three elevators of 25,000 bushels capacity each. Located at San Jose, Natrona and Harness, Ill. Also a one-half interest in three elevators. The above property was formerly owned and operated by J. & F. J. Rapp. For further information address

E. M. WAYNE, Delavan, Ill., or FRED W. JACOBS, San Jose, Ill., trustees.

FOR SALE.

Elevator and lucrative business. Elevator capacity, 75,000 bushels; all latest improvements, with electric power, etc.; large grain warehouse; large fireproof brick hemp house; coal and grain business. Situated in the best of the Blue Grass region, Georgetown, Scott County, Ky. Only elevator in county; annual wheat production, 400,000 bushels. Georgetown has a population of 8,000. Three railroads in our yards. For particulars address

S. S. OFFUTT & CO., Georgetown, Ky.

MACHINERY

FOR SALE.

Steam engine, 10x16 stationary, \$140.

ELMER CALKINS, Petoskey, Mich.

ENGINES FOR SALE.

Gasoline engines for sale; 5, 7, 10, 20, 30 and 45 horsepower.

TEMPLE PUMP CO., 15th Place, Chicago, Ill.

FOR SALE.

Fifteen-horsepower Otto Gasoline Engine and all fixtures for same, ready to run.

BELT ELEVATOR & FEED CO., Indianapolis, Ind.

FOR SALE.

One 30-horsepower single cylinder stationary gasoline engine very cheap. Address

J. H. ALLEN & CO., St. Paul, Minn.

FOR SALE.

One 15-horsepower Ohio Gas Engine with complete outfit. A bargain. Address

GEO. RINKENBERGER, Washington, Ill.

FOR SALE.

Ten 2-horsepower Fairbanks-Morse "J. O. A. T." Gasoline Engines, used one week, \$65 each.

WILMOT MACHINERY CO., 722 Gravier St., New Orleans, La.

FOR SALE.

One Barnard & Leas Barley Separator; also 50-horsepower Fairbanks-Morse Gasoline Engine.

BAY STATE MILLING CO., Winona, Minn.

FOR SALE.

One No. 9 Bowsler Grinding Mill, with sacking elevator; one 2½-horsepower gas engine. A bargain. Address

F. GAUVIN, JR., Marlboro, Mass.

FOR SALE.

Two boilers, 72 x 18; head, ½-inch steel; shell, ¾-inch; flues, 4-inch; 88 pounds pressure; made by Murray Iron Works Co. Apply

ROSENBAUM BROTHERS, 77 Board of Trade, Chicago.

FOR SALE.

Three No. 2 Barnard & Leas Plansifters. Have been used six years, but are in good condition. Will have to be re-clothed. Will make low price. Address

OKLAHOMA CITY MILL & ELEVATOR CO., Oklahoma City, Okla.

FOR SALE.

One new Improved Dustless "Eureka" Elevator Separator; built by S. Howes Company; largest size made; good as new. Address

CLEANER, Box 6, care "American Elevator and Grain Trade," Chicago, Ill.

SCALES

SCALES FOR SALE.

Scales for elevators, mills, or for hay, grain or stock; new or second-hand at lowest prices. Lists free.

CHICAGO SCALE CO., 299 Jackson Boulevard, Chicago, Ill.

Miscellaneous Notices

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

WANTED.

An intelligent young man, with some elevator experience, to take charge of our farm seed cleaning department.

JOHN A. SALZER SEED CO., La Crosse, Wis.

WANTED.

A partner with \$3,000 or \$4,000. New 150-barrel mill at Wallula, Wash. I am a miller; will divide \$3,000 bonus. Best opportunity in the Northwest. Address

W. R. BUTLER, Wallula, Wash.

POSITIONS WANTED.

WANTED.

Experienced, sober, industrious, married man, 29 years of age, wants position as manager of elevator; line company preferred. Now employed satisfactorily save as to location. Prefer central or northern Indiana. Have been with present firm four years. Address

H., Box 6, care "American Elevator and Grain Trade," Chicago, Ill.

ELEVATORS WANTED

WANTED.

Elevator or mill and elevator for good improved Illinois or Iowa farm. Address

IOWA, Box 1, care "American Elevator and Grain Trade," Chicago, Ill.

IF you will read the following letters of endorsement and then order some of the Kennedy Car-Liners you will be willing to give us a similar endorsement after you have used them.

Rushville, Ind., 2-17-'09.

Fred W. Kennedy,
Shelbyville, Ind.

Dear Sir:—Having used your car-liners we find by experience that they are a good thing, having loaded some very delapidated old cars in which we used your liner and same arrived at destination without shrinkage. We would not hesitate to recommend them to our brother dealers and more especially while Patten is running his May deal.

Yours respectfully,

J. K. HINKLE & CO.
Per C. W. H.

Mullinville, Kans., 2-27-'09.

Fred W. Kennedy,
Shelbyville, Ind.

Dear Sir:—A few months ago we purchased a quantity of your car-liners of which we have used quite a number, and our conclusion is that in the course of one season they save enough grain in transit to keep us supplied with your liners for several years. They are a grand success. We intend to give you our next order and wish you success in your enterprise which we believe you will certainly have as soon as the worth of your goods is known.

Yours truly,

MULLINVILLE ELEV. & SHPG. ASSN.
C. C. MORFORD, Mgr

Further Information on Request

FRED W. KENNEDY
Shelbyville, Indiana



**SAVE TIME,
LABOR, FUEL**

and avoid exposure to the weather, by installing a **Schmitz Scale Ticket Passer**

By its use the ticket is passed from the office to teamster with one movement of the hand. Write for full particulars to

J. A. SCHMITZ
2811 North Hermitage Avenue
CHICAGO

ROOFING AND SIDING

SYKES STEEL ROOFING CO.

114 W. 19th Place, Chicago

MAKERS OF FIREPROOF WINDOWS

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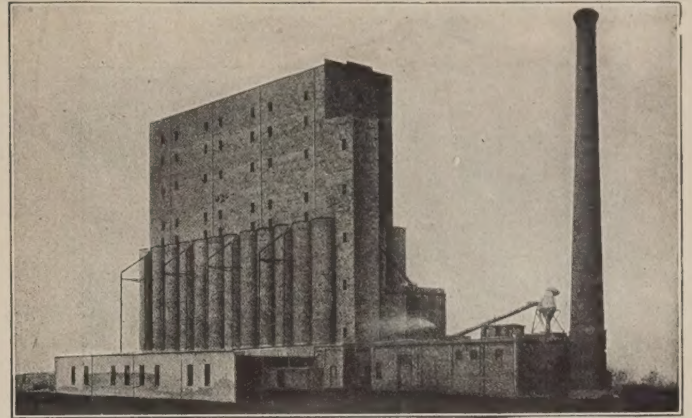
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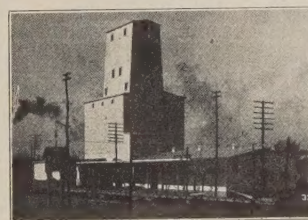
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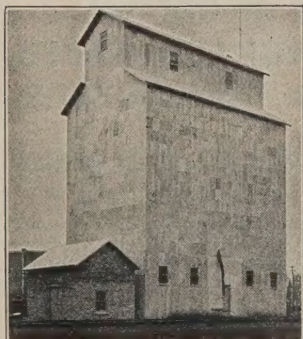
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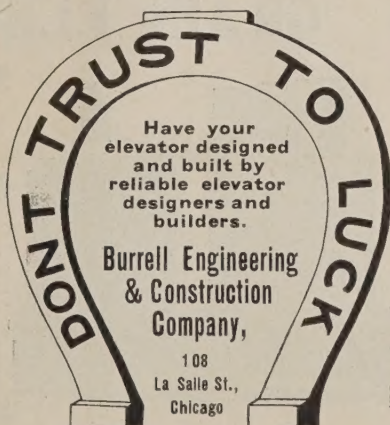
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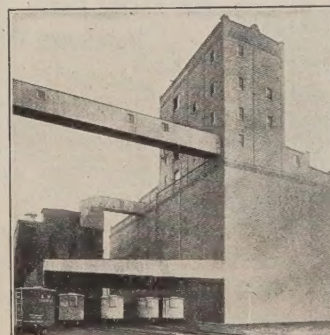


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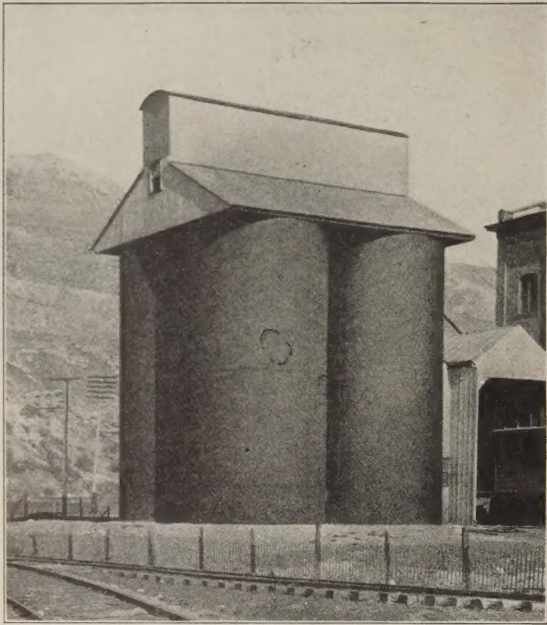
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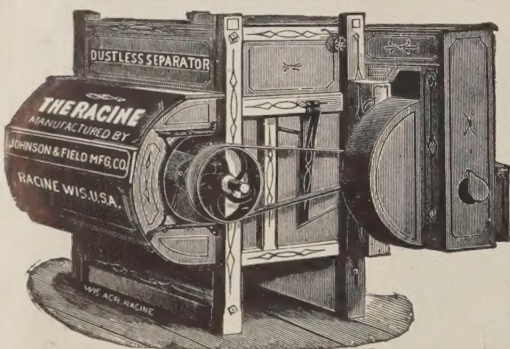
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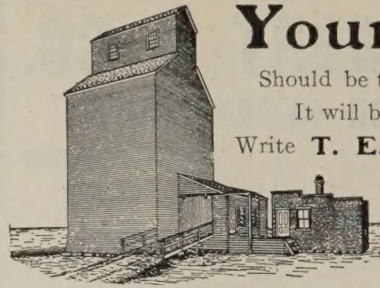
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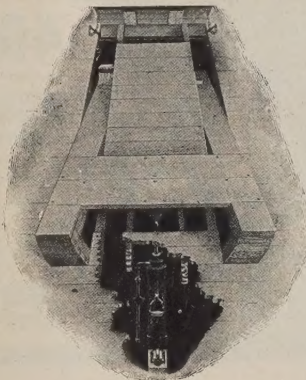
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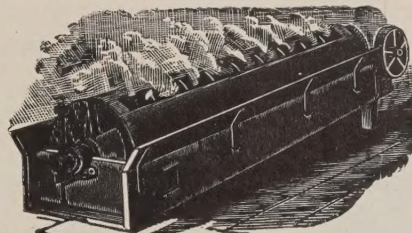
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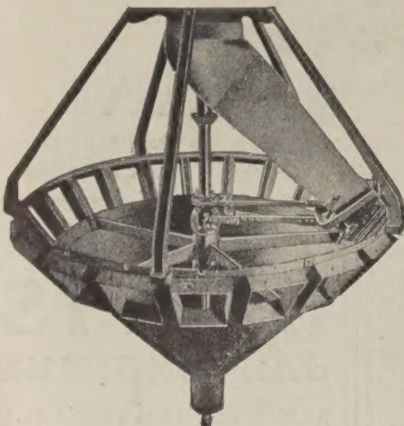
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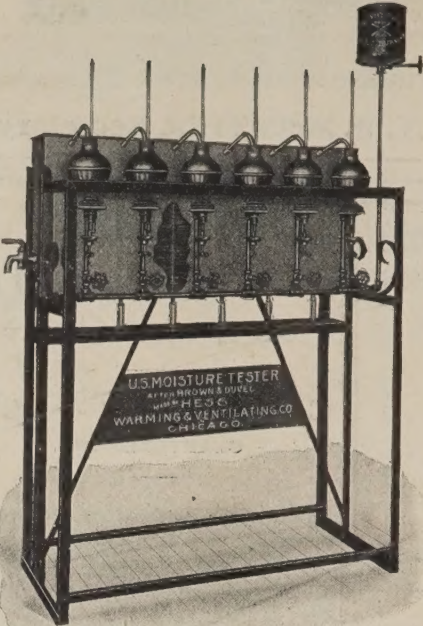
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which fills every bin chock full, bin-spout and all, without spilling a kernel. Result: Backlegging impossible, no loss from mixed grain, and an actual increase in your storage capacity, nine bins being as valuable as ten.

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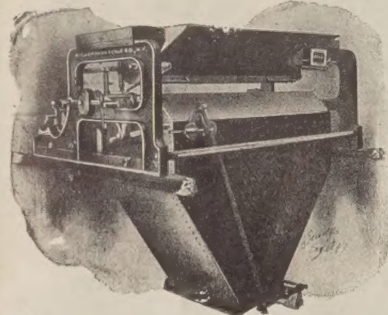
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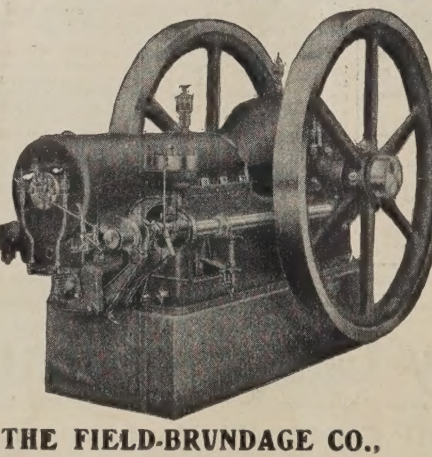


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